



MINUTES

SELECT BOARD

10/19/2021

VIA ZOOM REMOTE MEETING

Present: Select Board Member, Heather Hamilton, Select Board Member, Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

ANNOUNCEMENTS/UPDATES

Outdoor Halloween activities are allowed; please visit the Health Department's website for more information.
October 31st: The Rotary club is hosting a Halloween Dog Day event at Brookline Ave playground
The Commission on Disability is seeking new members. Please consider applying
October 24th Brookline Flu Clinic at the High School from 9am-3pm. Please preregister if you can.
The Board acknowledged the passing of former Secretary of State, General Colin Powell
October 21st the Jennifer Lynch committee will hold their annual observance at the public health building
Mission updated their hiring practices for the board's review. The CCC looked into the Justin Bieber advertisement targeting teens. The commission's decision is in the packet.
The ARPA process begins Thursday, visit the town's website and the Brookline Community Foundation's website.
Massive claims that Eversource is withholding millions of tax dollars from 87 communities. They indicate that Brookline's amount is \$7 million
Mothers Out Front held an event urging National Grid to address gas leaks
Board member Fernandez spoke on the Alston settlement and thanked all the organizers and town meeting that supported the settlement agreement.

PUBLIC COMMENT

Betsy Pollack urged the board not to forget the senior population when reviewing allocation of ARPA funds.
Susan Park spoke on a letter circulating from Matt Green outlining a major concern within his addiction center and the increase of cannabis related treatments. Cannabis use has increased as dispensaries have increased.

Richard Strock spoke on concerns with fentanyl-laced cannabis. A dangerous practice in the black market. These are complex issues, he admires the board's goal for social equity, but we do not understand what it is.

Chi Chi Wu spoke on WA15 and developing an access plan and creating a position in the bylaws. She added the town has not complied with title VI.

Alok Somani spoke in support of article 9. Because marijuana is not regulated at the national level, the marketing tactics for marijuana are not similar to tobacco.

MISCELLANEOUS

Question of approving the meeting minutes from October 12, 2021.

On motion it was,

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Voted to approve the minutes of October 12, 2021 as amended.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Abstained: Raul Fernandez

PROCLAMATION

Question of approving the proclamation to make October 20, 2021 Community Media Day in Brookline.

On motion it was,

Voted to approve the proclamation to make October 20, 2021 Community Media Day in Brookline.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CERTIFIER FOR RECEIPT

Question of authorizing a creator and certifier for receipt of the Norfolk Count American Rescue Plan Act (ARPA) Funds.

On motion it was,

Voted to authorize a creator and certifier for receipt of the Norfolk Count American Rescue Plan Act (ARPA) Funds.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

GRANT

Question of accepting the Municipal Road Safety Program Grant from the State's Executive Office of Public Safety and Security's Grants and Research Division in the amount of \$16,010 to fund the purchase of a speed board unit that measures the speed of vehicles and helps with speed and traffic enforcement.

On motion it was,

Voted to accept the Municipal Road Safety Program Grant from the State's Executive Office of Public Safety and Security's Grants and Research Division in the amount of \$16,010 to fund the purchase of a speed board unit that measures the speed of vehicles and helps with speed and traffic enforcement.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

EXTRA WORK ORDER

Question of approving Extra Work Order Number 13 for Contract No. PW/14-19 Rental Rates for Snow Plowing and Ice Control with D'Allesandro Corp of Avon, MA in the amount of \$79,865.

On motion it was,

Voted to approve Extra Work Order Number 13 for Contract No. PW/14-19 Rental Rates for Snow Plowing and Ice Control with D'Allesandro Corp of Avon, MA in the amount of \$79,865

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CONTRACT AMENDMENT

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Question of approving Contract Amendment Number 1 with Leftfield LLC for the Pierce School Project on the estimated cost for Preferred Schematic Report and Schematic Design in the amount of \$19,800.

On motion it was,

Voted to approve Contract Amendment Number 1 with Leftfield LLC for the Pierce School Project on the estimated cost for Preferred Schematic Report and Schematic Design in the amount of \$19,800.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CHANGE ORDER

Question of approving Change Order Number 3 with Gilbane Building Company on the Driscoll School Project for delete vibration monitoring, acknowledgement of mock up, and current drawings for a net decrease of \$50,000.

On motion it was,

Voted to approve Change Order Number 3 with Gilbane Building Company on the Driscoll School Project for delete

vibration monitoring, acknowledgement of mock up, and current drawings for a net decrease of \$50,000.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CONTRACT AMENDMENT

Question of approving Contract Amendment Number 15 with Jonathan Levi Architects for the Driscoll School project added geo-environmental services to monitor dewatering operations in the amount of \$48,400.

On motion it was,

Voted to approve Contract Amendment Number 15 with Jonathan Levi Architects for the Driscoll School project added geo-environmental services to monitor dewatering operations in the amount of \$48,400.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

CONTRACT AMENDMENT

Question of approving Contract Amendment Number 16 with Jonathan Levi Architects for the Driscoll School Project for design and construction administrative services for the added geothermal scope in the amount of \$73,744.

On motion it was,

Voted to approve Contract Amendment Number 16 with Jonathan Levi Architects for the Driscoll School Project for design and construction administrative services for the added geothermal scope in the amount of \$73,744.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AMENDMENT

Question of approving Amendment Number 13 to the contract with Jonathan Levi Architects for a solar study for a traffic signal on Washington Street related to the Driscoll School Project in the amount of \$2,090.

On motion it was,

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Voted to approve Amendment Number 13 to the contract with Jonathan Levi Architects for a solar study for a traffic signal on Washington Street related to the Driscoll School Project in the amount of \$2,090.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

AMENDMENT

Question of approving Amendment Number 14 to the contract with Jonathan Levi Architects for supplemental geo-environmental and geotechnical services in the amount of \$19,800.

On motion it was,

Voted to approve Amendment Number 14 to the contract with Jonathan Levi Architects for supplemental geo-environmental and geotechnical services in the amount of \$19,800.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY WINE AND MALT BEVERAGES NON SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Non Sales License to Far Out Ice Cream to be held on Thursday, October 21, 2021 for a Promotional Event 7:30PM – 9:00PM at 419 Harvard Street. 30 people expected to attend.

On motion it was,

Voted to approve a Temporary Wine and Malt Beverages Non Sales License to Far Out Ice Cream to be held on Thursday, October 21, 2021 for a Promotional Event 7:30PM – 9:00PM at 419 Harvard Street. 30 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

TEMPORARY WINE AND MALT BEVERAGES NON SALES LICENSE

Question of approving a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, October 21, 2021 for a Club Reception 7:00PM – 11:00PM at 15 Newton Street. 125 people expected to attend.

On motion it was,

Voted to approve a Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Thursday, October 21, 2021 for a Club Reception 7:00PM – 11:00PM at 15 Newton Street. 125 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

FIRE DEPARTMENT PROMOTIONS

Question of approving the authorization to commence the civil service process to fill upcoming vacancies in the roles of Deputy Chief, Captain, and Lieutenant.

Chief Sullivan provided a brief review of the upcoming promotion process due to a recent retirement.

On motion it was,

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Voted to approve the authorization to commence the civil service process to fill upcoming vacancies in the roles of Deputy Chief, Captain, and Lieutenant.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

POLICE EXECUTIVE RESEARCH FORUM INTRODUCTION

Introduction of the Police Executive Research Forum and discussion of the Police Chief search process.

Chuck Wexler and Charlotte Lansinger from PERF provided introductions and discussed their process in assisting in the search for a new police chief while trying to envision what policing in Brookline should look like.

QWALLY UPDATE

Presentation and discussion on the Qwally procurement platform with representatives from Qwally and Dave Geanakakis, Chief Procurement Officer.

Town Administrator Kleckner provided an update on the town's current procurement practices. Generally, under state law bids go to the qualified lowest bidder; we are trying to work around that to diversify bidding practices.

Dave Geanakakis, Chief Procurement Officer explained the efforts the procurement department has made to increase outreach to small businesses and disadvantage enterprises. This software solution is one part of a bigger effort that would bring companies closer to the community. This is part of the Town's effort to put disadvantaged businesses in the position to succeed.

Matt Cody, from Qwally, gave a brief overview of the software that is designed to increase visibility and information for small businesses to navigate contracting and regulatory processes, and provided assistance for them to advance in promoting their businesses.

BOARDS AND COMMISSIONS – APPOINTMENTS * taken out of order

The following candidates for appointment/reappointment to Boards and Commissions:

Council on Aging

On motion it was,

Voted to approve the Council on Aging membership slate as recommended by the Director, Ruthann Dobek.

- Reappointments, terms ending August 31, 2024:

Pat Ahlin, Judith Chasin, Alberta Lipson, Muriel Stark (4)

Carol Fullerton (new member) (1)

- Reappointments associate members terms ending August 31, 2024:

Clara Chin, Joanne Katz, Mimi O'Connor, Martha Schieve, Vera Sherman (5)

- New Associate members, terms ending August 31, 2024:

Jennie Chan, Rina Jacobson, Monique Richardson (3)

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Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

INFLAMMABLES LICENSE PUBLIC HEARING

Question of approving the application for an Inflammables License at 20 Boylston Street, MA, for the keeping, storage and use of 24 automobiles.

Chair Hamilton opened the hearing and continued it.

WINE AND MALT PACKAGE STORE PUBLIC HEARING

Question of approving the application of a new Wine and Malt Package Store License for Sorriso Arcade, LLC. d/b/a Sorriso Market at 318 Harvard Street.

Attorney, Steffani Boudreau introduced applicant Nicholas Lisotto. The establishment will be located in Arcade building to provide beverages to BYOB restaurant patrons and the Coolidge Corner community. This will be a small package store.

Public hearing no speakers

On motion it was,

Voted to approve the application of a new Wine and Malt Package Store License for Sorriso Arcade, LLC. d/b/a Sorriso Market at 318 Harvard Street.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

ALL ALCOHOL LICENSE PUBLIC HEARING POSTPONED

Request of approving the application of a new All Alcoholic Beverages License for E.K. Webster Corp. d/b/a Iris Hotel Boston at 30 Webster Street.

WARRANT ARTICLES PUBLIC HEARING

Public Hearing, discussion and possible vote on the following Warrant Articles for the November 16, 2021 Fall Town Meeting (STM1):

Warrant Article 3 - Civil Service

Warrant Article 20 - Local Historic District Olmstead

Warrant Article 21 - Zoning 4.08 Affordable Housing

Warrant Article 26 - Transform Planning and Zoning

Warrant Article 3 - Civil Service

Town Administrator Kleckner provided a presentation.

- What is Civil Service : Overview of the origins and the purpose
- Why revoke: Outdated practices, limits the number and qualifications of applicants the town may consider for hiring and promotions

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- Impediments and Issues: Even though there are alternative systems to emulate, there remain unique policy issues for each municipality to resolve, such as whether existing residency and veterans preferences will remain. These specific policies have not been adopted yet.
- The obligation to collectively bargain with the police union: Although Town Meeting has every right to vote to submit a home rule bill for civil service revocation without the union's agreement, state law requires the Town to bargain over the impacts of such change, including the details of the alternative hiring process used. Typically this bargaining has resulted in an agreement with the union in advance of the home rule bill to pave the way for legislative approval.
- The State POST Commission. A new state commission has been established to address accountability in policing. They created a special commission and process to examine civil service law and related personnel issues associated with policing. Their report is scheduled for the spring of 2022 but is likely to be delayed

Mr Kleckner: With over 40 years of direct experience, I strongly believe that civil service limits the discretion and flexibility in managing police departments in the 21st century and should be revoked. Despite this belief and, in spite of the momentum of the police reform and reimagining process, the parts are not currently in place to successfully petition the Legislature and to meet the Town's collective bargaining obligations at this time.

Recommendation:

- I recommend that the Select Board refer the matter of Article 3 to the Human Resources Board for the purpose of developing specific recommendations for an alternative system.
- That the Town participate in, and await the outcome of, the state's POST Commission.
- We engage the Union on aspects of the plan necessary to meet the Town's collective bargaining obligations.

Discussion:

Board member Fernandez said he appreciates the thoughtfulness and shares the skepticism but is not sure this should wait. We need to think of some bargaining issues with the union, notably the promotion piece not the hiring piece.

Board member VanScoyoc recognized more time is needed to address some questions in a methodical way; he feels that Town Meeting is ready and would like to see this happen. Civil service had its day with the requirements and limitations it puts on communities, especially concerning applicant pools.

The board discussed providing a presentation to Town Meeting without expecting movement on the article.

Public comment

Ryan Black TMM#6 thinks it is best to refer it, Town Meeting will still have ample town to discuss this issue in the future.

On motion it was,

Voted 5-0 to withdraw Article 3.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Warrant Article 20 - Local Historic District Olmstead

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Elton Elperin, Chair of the Preservation Commission reviewed the article seeking Olmstead-Richardson Thematic Local Historic District.

The Olmsted-Richardson Local Historic District (LHD) is a thematic LHD because the properties are all related under a common theme (Richardson and Olmsted) but are not necessarily all geographically contiguous. It includes the following sites, related to: John Charles Olmsted; to the Olmsted firm, including Frederick Law Olmsted; and to Henry Hobson Richardson. Only two of these, 25 Cottage Street and 222 Warren Street are physically contiguous with each other. The five sites are: • 25 Cottage Street, the Perkins-Hooper-Richardson House, the home and office of Henry Hobson Richardson • 99 Warren Street, called Fairsted, the home and office of Frederick Law Olmsted and of his successor firm • 16 Warren Street, the first home of John Charles Olmsted after his marriage • 222 Warren Street, called Cliffside, the second marital home of John Charles Olmsted • The Henry Hobson Richardson and Julia Gorham Richardson ground level horizontal grave site ledger stone, excluding entirely the surrounding plot and cemetery, Bow Avenue (path), Walnut Hills Cemetery

The Board asked about taking a look at the Town as a whole to consider which sites are deemed historic and designate them instead of a piecemeal approach.

Mr. Elperin responded in general the process for a LHD is voluntary; residents come to them. The state has not provided a framework and the town is not allowed to simply designate properties.

The board spoke on the significance of the requested parcels; it was asked if Olmsted's son's property is really considered eligible as historic. It was also noted that Olmstead-Richardson are well known architects that are world renown, and it is extraordinary to have the original homesteads here in Brookline.

Public hearing:

Dennis Dewitt provided a brief outline on John Charles Olmstead, son of Frederick's brother who Frederick later adopted. Olmstead's sons were significant in the business and involved in setting up the American Planning Association. John Jr. was the first Chair of Brookline's Planning Commission writing Brookline's zoning bylaws. Richardson was an important architecture in Brookline and Massachusetts, similar to Frank Lloyd Wright. His great granddaughter came to the commission seeking inclusion of the proposed LHD.

Board member Fernandez noted that some historic deemed sites are obstructed from view and asked how these properties would be able to be visible to the public.

Mr. Elperin responded that 25 Cottage site involves moving the property closer to the street and making two developed properties. The property owner is working with the landscaping aspect.

Warrant Article 21 - Zoning 4.08 Affordable Housing

Polly Selkoe, Regulatory Planner noted that this article is a housekeeping one. In the Fall 2020 Town Meeting passed zoning that reduced the trigger of affordable housing from 6 to 4 units. This was overlooked in table of uses listed. The number 6 should have been changed to 4, this substitute the number 6 to 4.

Article 7 of the Fall 2020 Town Meeting amended Section 4.08 (Affordable Housing Requirements) of the Zoning By-law to reduce the threshold of residential projects that trigger the Affordable Housing Requirements of that Section from six units to four units. While the language of Section 4.08 was correctly

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amended, the Article did not update the language of Use #6 in Section 4.07 (Table of Use Regulations). Use #6 currently states that "Compliance with § 4.08 required if containing 6 or more dwelling units" and needs to be updated to reflect the change made by Article 7, with the number six deleted and four added.

Public hearing: no speakers

On motion it was,

Voted Favorable Action 5-0 on article 21.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Warrant Article 26 - Transform Planning and Zoning

Co-petitioner David Lee, reviewed from a pure urban design aspect he views this resolution as a framework on how we might put in place policies and strategies that make our town special and to implement a forward thinking planning process. WA 26 is a resolution to call upon advocates for process and not an outcome. We need to start the process of communications and thinking about how to achieve goals and reform bylaws.

Co petitioner Gina Hahn added that Brookline would benefit from reviewing and defining our values and goals for future development. This proposal will clarify what we want to protect, enhance, and communicate that. This is an opportunity to build something constructive.

Public hearing:

The board inquired about the cost to implement this. It was noted that compared to other communities the cost would be about \$1million, \$400k per year for three years, and maybe ARPA funds could pay, the CIP or the overlay accounts.

The board inquired about staffing requirements. Planning Director Kara Brewton provided information resulting in \$500k for two additional staff for two years to address the first phase of the study.

1. Paula Friedman spoke in support of the article. She spoke on each neighborhood having their own characteristics and this is a onetime shot on getting it right. The town needs to proceed thoughtfully with the entire town in mind not just spot zoning and act on behalf of the town with a reasonable plan to a better future.
2. Jonathan Klein TMM#10, HAB member and proponent of the housing production plan. He feels it is critical to address housing needs in our community and reimagine commercial corridors and build the kind of housing needed, we can only do that by increasing supply. He noted that ARPA funds can only be used to address those most disposed by COVID; he feels this resolution is a hasty plan.
3. David Lesochier agrees that planning a good thing, but is concerned with the idea to use ARPA funds.
4. Katha Seidman spoke on concerns the community engagement plan is not strong enough or detailed enough. A goal is easy to desire but difficult to achieve. We need to change who is in the room when decisions are being made. We need a strategic plan on how decisions are made.
5. Jonathan Margolis this article should not be a controversial one; no one is suggesting we have a comprehensive vision of zoning for the town. The town is complex in income, physical structure,

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age of buildings, do we really want to go forward seeing what we have seen in the past five years with 40b structures? The importance of dealing with transportation corridors and development opportunities; we need a plan; this is a resolution and the first step.

6. Al Raine supports vigorously pursuing the housing production plan, fundamental corridors and district studies. He noted that it took the City of Somerville ten years to achieve a comprehensive planning and zoning plan.
7. Regina Frawley asked how would this article interact with the housing production plan. How would this deal with economic development and open space.
8. Paul Warren asked why wouldn't we do this? We do not have a strategic plan. There is lots of misinformation out there. This article does not halt the housing production plan or development. We propose to have a broad committee appointed by the Select Board. There are the same 4 people for over thirty years still at the table, this is a resolution. The housing production plan is an important step, but only deals with housing.
9. Ryan Black said this is not an appropriate use of ARPA funds and it is unclear what is being laid out here. He expressed concern that those in authority today will not be long term. Zoning could change.
10. Paul Saner added we are talking about master planning here and state statute puts the Planning Board in charge of that. Any municipal planning requires a tremendous amount of resources. There are consequences for not doing this right, and would require 2/3 town meeting approval and funding. There is no funding path now. He asked that no vote be taken until the board hears recommendations from HAB, EDAB and the Planning Board.
11. Deborah Brown believes in planning and noted that Brookline does not have a strategic plan, this would be a subset that every department should undertake. Are we planning for equity, and to what extent does this do that. This has to be clearly included in the language.

Linda Pehlke responded that equity would be included in the planning process. It would be an inclusive process and a public process different from the status quo. The purpose of planning is to envision a future; the housing production plan is only one land use. Planning is at a tipping point.

David Lee added this looks at building a whole neighborhood and everything that goes into it, transportation and equity included. The petitioners put a framework out there and we are open to suggestions and ideas. Let's not try to stop this; the first phase is about values and where we want to go.

WARRANT ARTICLES

Further review and possible vote on the following Warrant Articles for the November 16, 2021 Fall Town Meeting (STM 1):

Warrant Article 28 - Fur

Warrant Article 7 - Increase Marijuana Cap

Warrant Article 8 - Decrease Marijuana Cap

Warrant Article 9 - Marijuana Committee

Warrant Article 4 - Home Rule License Authority

Warrant Article 17 - Composting

Warrant Article 15 - Language Access

Warrant Article 27 - Petitioner Requirements for Articles

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Warrant Article 29 - Polling Locations

Warrant Article 28 - Fur

The board is seeking clarification on the retailers, their concerns and whether any of them currently are selling fur products. The petitioners will be back before the AC subcommittee.

Warrant Article 7 - Increase Marijuana Cap

The board has heard that some reassurances on who gets the licenses what category of people and how to bake that into the article is being sought. The board will tighten up the language narrowing the specific candidates, equity candidates.

Warrant Article 8 - Decrease Marijuana Cap

Chair Hamilton explained as a host community, rounding up the cap ensures we are in compliance rounding down would require a town wide vote.

The board expressed some outstanding concerns; what would happen to current license holders if the cap were rounded down. What would happen if a current holder wanted to transfer their license at a future point?

On motion it was,

Voted 5-0 No Action on article 8.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Warrant Article 9 - Marijuana Committee

Chair Hamilton offered expanding the charge of the current Cannabis Mitigation Advisory Committee. Board member Aschkenasy added the committee is redrafting their current charge.

Melissa Goff added the Health Department has indicated they could not staff the new proposed committee to meet the directives of that committee.

Petitioner Susan Park added the proposed committee would include those with expertise and consist of nine members; this is different from the current CMAC. Board member Aschkenasy added they have every intention of outsourcing the subject matter to experts as appropriate rather than have that dictated to them.

Alok Somani is not comfortable referring the article to the CMAC. Their scope is not what we want to accomplish. We wish for a broader membership and deeper scope with diverse views and voices from a legal component. The petitioners will revise the language and return before the board.

On motion it was,

Voted 5-0 to refer article 9 to the Cannabis Mitigation Advisory Board.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Warrant Article 4 - Home Rule License Authority

On motion it was,

Voted 5-0 Favorable Action on article 4.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

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Warrant Article 17 - Composting

Commissioner Gallentine spoke in support of the revised and approved Advisory, subcommittee's recommendation. The revision still recognizes implementation of a full mandatory composting program and includes extending the DPW deadline by 6 months.

On motion it was,

Voted 5-0 Favorable Action on article 17 as recommended by the Advisory Committee/subcommittee.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Warrant Article 15 - Language Access

Melissa Goff reviewed that the advisory Committee has made a recommendation, striking the reference to a full time position.

Board member VanScoyoc expressed concerns with the article being too prescriptive and takes away the discretion of the Town Administrator; the best way to manage service is through his duties.

Mr. Kleckner would like time to review the changes. He does believe that the town does comply with title VI. The town has made reasonable efforts, however we can do better, but he is opposed to creating a bylaw to do so. We are being bombarded with well intention proposals, and we cannot do all of them perfectly and well. A bylaw is not the way to achieve this in a practical manner.

Board member Fernandez agrees in principal that we should use bylaws in a limited fashion, but feels that this is an appropriate use of that path.

On motion it was,

Voted 3-2 Favorable action on article 15 as recommended by the Advisory Committee.

Aye: Heather Hamilton, Raul Fernandez, Miriam Aschkenasy

Against: Bernard Greene, John VanScoyoc

Warrant Article 27 - Petitioner Requirements for Articles

On motion it was,

Voted 3-1-1 Favorable Action on article 27.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc

Against: Miriam Aschkenasy

Abstained: Raul Fernandez

Warrant Article 29 - Polling Locations

Melissa Goff reviewed that the Advisory Committee revised the language that is already mandated by the state.

On motion it was,

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Voted 5-0 Favorable action on article 29 as recommended by the Advisory Committee.

There being no further business, the Chair ended the meeting at 10:51 pm.

ATTEST



Town of Brookline

Massachusetts

**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445
(617) 730-2130 Fax (617) 730-2442
ASteinfeld@brooklinema.gov

Kara Brewton
Director

To: Select Board

From: Virginia Bullock, Senior Housing Planner

Re: Request to add units to Subsidized Housing Inventory

Date: October 26, 2021

We request a signature on the enclosed Local Action Units application that will allow us to add four affordable units which were developed under Inclusionary Zoning to the Town's Subsidized Housing Inventory (SHI).

The Gerry Building is a three story, 36-unit apartment building located at Hancock Village. The project was approved by the ZBA in 2019.

The project includes five affordable units as required by the Town's Inclusionary Zoning By-law. Four of the units will be set aside for households with incomes up to 80% of area median income and one unit will be set aside for a household with an income up to 100% area median income, per the Town's Zoning By-law at time of approval.

The affordable housing plan for the project was approved by the Housing Advisory Board in 2019. The project is currently under construction and anticipated to come online in early 2022. Once this application is approved by DHCD, marketing of the affordable units will begin. The affordable units will be added to the SHI once the project is complete and tenanted.

Thank you.

LOCAL INITIATIVE PROGRAM APPLICATION FOR LOCAL ACTION UNITS

Introduction

The Local Initiative Program (LIP) is a state housing initiative administered by the Department of Housing and Community Development (DHCD) to encourage communities to produce affordable housing for low- and moderate-income households.

The program provides technical and other non-financial assistance to cities or towns seeking to increase the supply of housing for households at or below 80% of the area median income. LIP-approved units are entered into the subsidized housing inventory (SHI) pursuant to Chapter 40B.

Local Action Units (LAUs) are created through local municipal action *other than comprehensive permits*; for example, through special permits, inclusionary zoning, conveyance of public land, utilization of Community Preservation Act (CPA) funds, etc.

DHCD shall certify units submitted as LAUs if they met the requirements of 760 CMR 56.00 and the LIP Guidelines, which are part of the Comprehensive Permit Guidelines and can be found on the **DHCD website** at www.mass.gov/dhcd.

To apply, a community must submit a complete, signed copy of this application to:

**Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114
Attention: Rieko Hayashi, Program Coordinator**

**Telephone: 617-573-1426
Email: rieko.hayashi@state.ma.us**

Community Support Narrative, Project Description and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the local action requirement.

The Gerry Building apartments is a 36 unit rental project located at the Hancock Village apartment community. Four of the units will be set aside for households at or below 80% AMI and one unit will be set aside for households at or below 100% AMI.

Units include in-unit washers and dryers and one outdoor parking space. The project complies with the Town of Brookline's Inclusionary Zoning By-law and was granted Special Permits by the ZBA. The Town's Housing Advisory Board also approved the project's affordable housing plan.

Signatures of Support for the Local Action Units Application

Chief Executive Officer:

defined as the mayor in a city and the board of selectmen in a town, unless some other municipal officer is designated to be the chief executive officer under the provisions of a local charter

Signature: _____

Print Name: Heather Hamilton

Date: _____

Chair, Local Housing Partnership:
(as applicable)

Signature: N/A

Print Name: _____

Date: _____

Municipal Contact Information

Chief Executive Officer

Name Heather Hamilton
 Address 300 Washington Street, Brookline, MA 02445
 Phone 617-730-2200
 Email hhamilton@brooklinema.gov

Town Administrator/Manager

Name Melvin Kleckner
 Address 300 Washington Street, Brookline, MA 02445
 Phone 617-730-2200
 Email mkleckner@brooklinema.gov

City/Town Planner (if any)

Name Kara Brewton
 Address 300 Washington Street, Brookline, MA 02445
 Phone 617-730-2200
 Email kbrewton@brooklinema.gov

City/Town Counsel

Name Joslin Murphy
 Address 300 Washington Street, Brookline, MA 02445
 Phone 617-730-2200
 Email jmurphy@brooklinema.gov

Chairman, Local Housing Partnership (if any)

Name _____
 Address _____
 Phone _____
 Email _____

Community Contact Person for this project

Name _____
 Address _____
 Phone _____
 Email _____

6.B.

The Project

Developer HV 676, LLC
 Name Marc Levin
 Address 300 Independence Drive
 Phone 617-323-2100
 Email mlevin@chestnuthillrealty.com

Is your municipality utilizing any HOME or CDBG funding for this project? ☐ Yes ☒ No

Local tax rate per thousand \$ 9.80 for Fiscal Year 2021

Site Characteristics

<u>Project Style</u>	<u>Total # of Units</u>	<u># of Units Proposed for LAU Certification</u>
Detached single-family house	<u> </u>	<u> </u>
Rowhouse/townhouse	<u> </u>	<u> </u>
Duplex	<u> </u>	<u> </u>
Multifamily house (3+ family)	<u> </u>	<u> </u>
Multifamily rental building	<u>36</u>	<u>4</u>
Other (specify)	<u> </u>	<u> </u>

Unit Composition

Type of Unit: Condo Ownership Fee Simple Ownership Rental	# of Units	# of BRs	# of Baths	Gross Square Feet	Livable Square Feet	Proposed Sales Prices/ Rents	Proposed Condo Fee
Affordable: 80% AMI	2	1	1	823	823	\$1,885	n/a
80% AMI	2	2	2	1042-1217	1042-1217	\$2,091	
100% AMI	1	2	2	1049	1049	\$2,535	
Market:	14	1	1	823-904	823-904	\$2,730	n/a
	17	2	2	1040-1269	1040-1296	\$3,728	

6.B.

Please attach the following documents to your application:

1. Documentation of municipal action (e.g., copy of special permit, CPA funds, land donation, etc.)
2. Long-Term Use Restrictions (request documents before submission):
 - For ownership projects**, this is the Regulatory Agreement for Ownership Developments, redlined to reflect any proposed changes and/or the model deed rider.
 - For rental projects**, this is the Regulatory Agreement for Rental Developments, redlined to reflect any proposed changes.
 - For HOME-funded projects**, this is the HOME covenant/deed restriction. When attaching a HOME deed restriction to a unit, the universal deed rider cannot be used.
3. Documents of Project Sponsor's (developer's) legal existence and authority to sign the Regulatory Agreement:
 - appropriate certificates of Organization/Registration and Good Standing from the Secretary of State's Office
 - mortgagee consents to the Regulatory Agreement
 - trustee certificates or authorization for signer(s) to execute all documents
4. For Condominium Projects Only: The Condominium master deed with schedule of undivided interest in the common areas in percentages set forth in the condominium master deed
5. For Rental Projects Only: A copy of the Local Housing Authority's current Utility Allowances
6. Massachusetts Environmental Policy Act (MEPA) environmental notification form (ENF) – for new construction only (request form before submission)
7. Affirmative Fair Marketing and Lottery Plan, including:
 - ads and flyers with HUD Equal Housing Opportunity logo
 - informational materials for lottery applicants
 - eligibility requirements
 - lottery application and financial forms
 - lottery and resident selection procedures
 - request for local preference and demonstration of need for the preference

6.B.

- measures to ensure affirmative fair marketing, including outreach methods and venue list
- name of Lottery Agent with contact information

See Section III of the Comprehensive Permit Guidelines at www.mass.gov/dhcd and search for **LIP 40B Guidelines** for more information.

PLEASE CONTACT RIEKO HAYASHI OF OUR OFFICE AT 617-573-1426 IF YOU HAVE ANY QUESTIONS.



Town of Brookline

Massachusetts

**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442

**Kara Brewton
Director**

TO: Select Board

FROM: Joe Viola, Assistant Director for Community Planning

DATE: 10/20/21

SUBJECT: Bluebikes – revisions to previously executed MOA

In July 2020, the Select Board voted to execute a Regional Memorandum of Agreement for the Bluebikes program. The MOA is the guiding document for the system of governance that all of the municipal representatives follow as we interact as a group.

Included in your packet is an Execution Copy of the revised MOA document. The revisions primarily cover two things:

1. The change of Motivate Massachusetts, LLC being merged into an entity called Lyft Bikes and Scooters (LBS)
2. The revised term of Lyft Bikes and Scooters' contract to act as system operator until 2024 – which the Select Board voted to approve on June 29, 2021

There are other minor changes related to municipal votes and MAPC's change in status to a Council Partner rather than a signatory to the MOA.

Town Counsel has approved the MOA as to form. All of the other Bluebikes communities have approved the MOA and have executed the document.

We ask the Board take the following vote:

Approve and Authorize the Town Administrator to execute a Memorandum of Agreement between the Town of Brookline, the Cities of Boston, Cambridge, Everett and Somerville and Lyft Bikes and Scooters related to the participation of the parties in the Bluebikes Regional Bike Share program.

**AMENDED AND RESTATED
MEMORANDUM OF AGREEMENT**

BY AND BETWEEN

**THE CITY OF BOSTON,
THE CITY OF CAMBRIDGE,
THE CITY OF SOMERVILLE,
THE TOWN OF BROOKLINE,
THE CITY OF EVERETT**

AND

LYFT BIKES AND SCOOTERS, LLC, as Operator of the Regional Bike Share System;

FOR

**THE MANAGEMENT AND COORDINATION OF A REGIONAL BIKE SHARE
SYSTEM**

**AMENDED AND RESTATED
REGIONAL BIKE SHARE MEMORANDUM OF AGREEMENT**

This Amended and Restated Memorandum of Agreement (“**Agreement**”) is made, effective as of the last date of execution by the final signatory listed below (“**Effective Date**”), by and between the City of Boston (“**COB**”), with offices at Boston City Hall, One City Hall Square, Boston, Massachusetts, 02201; the City of Cambridge (“**COC**”), with offices at Cambridge City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, 02139; the City of Somerville (“**COS**”), with offices at Somerville City Hall, 93 Highland Avenue, Somerville, Massachusetts, 02143; the Town of Brookline (“**TOB**”), with offices at Brookline Town Hall, 333 Washington Street, Brookline, Massachusetts, 02445; the City of Everett (“**COE**”) with offices at 484 Broadway, Everett, MA 02149; and Lyft Bikes and Scooters, LLC, as operator (“**Lyft**”) of the Regional Bike Share System (as defined in the recitals), with offices at 185 Berry Street, Suite 5000, San Francisco, CA 94107 (each individually a “**Party**” and collectively the “**Parties**”). COB, COC, COS, and TOB shall hereinafter each individually also be referred to as an Originating Municipality (“**OM**”) and be collectively referred to as Originating Municipalities (“**OMs**”).

RECITALS

WHEREAS, the OMs endeavor to provide a reliable, sustainable, accessible bicycle transportation system in the Metropolitan Boston region (a “**Regional Bike Share System**” or “**System**”); and

WHEREAS, the OMs believe a robust bicycling culture is related to the long-term health and economic success of their residents and businesses; and

WHEREAS, the OMs began implementing a bicycle share system in 2011, known as Hubway, which has grown to a network with over 260 stations and is available to residents and visitors at a low cost; and

WHEREAS, the bicycle share system has expanded throughout the OMs since its launch, and the OMs wish to support expanding the system into neighboring municipalities; and

WHEREAS, as of the Effective Date each OM has entered into an individual contract with Lyft to operate the System;

WHEREAS the OMs, MAPC, and Lyft intend to work together to coordinate the administration of the System;

WHEREAS, the Parties entered into that certain Regional Bike Share Memorandum of Agreement dated as of August 18, 2020 (the “**Original MOA**”), for the management and coordination of the Regional Bike Share System;

WHEREAS, it is in the best interests of the Parties to modify the Original MOA; and

WHEREAS, this Agreement will amend the Original MOA in certain respects and restate

it in its entirety;

NOW THEREFORE, in consideration of the respective covenants and promises contained herein, the Parties agree as follows:

PURPOSE

The purposes of this Agreement are to establish the rights, liabilities, and responsibilities of each Party to each other with respect to the System and to define the organizational, managerial, and operational structure for the successful operation and growth of the System. In signing this Agreement, the Parties explicitly recognize the following:

The System's success as a regional system is predicated on a seamless user experience traveling across municipal borders;

While each OM has an individual contract with the Operator (each individually "**Individual Contract**" and collectively "**Individual Contracts**"), many of the revenues generated by the System arise from the System as a unified whole;

While each OM has an Individual Contract with the Operator, some of the costs and many of the benefits of maintaining the System will be shared between and among the OMs and decisions affecting management of the System shall be governed in the manner set forth in this Agreement.

SECTION 1.0 DEFINITIONS

1.1. Definitions. Words that are capitalized, and that are not the first word of a sentence, are defined terms. A defined term has the meaning given it when it is first defined in this Agreement. Any of such defined terms, unless the context otherwise requires, may be used in the singular or plural, depending on the reference. Defined terms may be used together and the combined defined term has the meaning of the combined defined terms. A defined term that is a noun may be used in its verb or adjective form and vice-versa.

"Additional Municipality" or **"AM"** means a municipality that joins the System after Contract Fiscal Year 1 of the Individual Contracts and becomes a member of the Council by meeting the requirements of Section 3.5. For the avoidance of doubt, the City of Everett has met the provisions of Section 3.5 required to become a Member.

"Associate Member" or **"Associate Member of the Governance Council"** means a municipality that owns Capital Equipment as part of the System, but has not met the provisions of Section 3.5 to become a Member. Associate Members are non-voting participants in the Council.

"Bicycle" means a bicycle that is part of the System and which meets the specifications for bicycles set forth in the Individual Contracts.

6.C.

“Capital Equipment” means the physical equipment in the System that constitutes a bike share station, including Bicycles, kiosks, Stations, Docks, Map Frames, and all similar physical components.

“Contract Fiscal Year” means (a) the period commencing on the Effective Date of each Individual Contract and ending on June 30, 2017, which period shall constitute Contract Fiscal Year 1, (b) each subsequent twelve-month period during the term of an Individual Contract, the first of which is Contract Fiscal Year 2 (beginning on July 1, 2017 and running through June 30, 2018), and (c) any period less than 365 days beginning on July 1 and running through and including the last day of the term of an Individual Contract.

“Council Partner” means any agency or entity with interest in the System, but without an ownership stake in the System, that is invited by the Members to participate in designated roles. As of the execution date of this Agreement, the Metropolitan Area Planning Council (MAPC) is the only Council Partner.

“Dock” means a physical component of a Station designed to receive a Bicycle for locked storage.

“Governance Council” or **“Council”** means the governing and coordinating body formed by Section 3.1 and more fully described in SECTION 3.0.

“Governance Council Member” or **“Member”** means any OM, or any AM which has met the provisions of Section 3.5.

“Leaders” means the Mayor of Boston, the Mayor of Somerville, the City Manager of Cambridge, and the Town Administrator of Brookline, except that the Mayor of Boston may designate the Chief of Streets or Commissioner of the Transportation Department to serve in his/her stead, the City of Cambridge may designate the Deputy City Manager or the Assistant City Manager for Community Development to serve in his/her stead, and the Town Administrator of Brookline may designate a member of the Select Board serve in his/her stead. The chief executive of any Member that may join the System shall also be considered a Leader.

“Local Businesses” means an independent business with a headquarters within the metro-Boston region that is operated for profit and is certified as a small business by the U.S. Small Business Administration, a municipality within metro-Boston, and/or another relevant government agency.

“Map Frame” means a two-sided metal informational display unit, including a translucent covering and lock, that is part of a Station.

“Originating Municipality” or **“OM”** means Boston, Brookline, Cambridge, and Somerville, the first municipal participants in the System. These four municipalities are also known as “Participating Municipalities” or “PMs” in their respective Individual Contracts with Lyft.

“Municipalities” means all municipalities that have signed an Individual Contract with Lyft to operate a portion of the System and are Members or Associate Members.

6.C.

“Regional Facilitator” or “Facilitator” means an entity designated by the Governance Council to facilitate Council meetings and discussions as requested by the Council.

“Representative” means an individual designated by the Leader of each Municipality, or appointed by the Leader’s designee, to represent that Municipality on the Council, or in the case of a Council Partner, an individual appointed by the executive director or chief executive.

“Smart Bike” means a bicycle that has been approved by the OMs and which is interoperable with the System that is not required to be physically locked to a Station and contains technology to track and locate the bicycle, and a robust locking mechanism wholly contained within the bicycle.

“Sponsor” means a third party that pays a fee to Lyft or the Municipalities in exchange for recognition on one or more digital or physical components of the System.

“Sponsorship Administrative Fee” means a brokerage or other administrative fee paid to Lyft or a third-party broker out of the gross proceeds of a Sponsorship.

“Station” means the Capital Equipment located at a designated area on public or private real property.

“Station Sponsor” means a Sponsor that is recognized on one or more Map Frame headers and may also receive other benefits or recognition.

“Subscriber” means a party that agrees to the subscriber agreement to use the System.

“Subscriber Revenues” means all revenues to the extent actually collected by Lyft as determined on a GAAP basis from Subscribers for use of the System, net of all: sales taxes or other taxes imposed by law that Lyft is obligated to collect; merchant services fees including interchange, processing, and gateway fees; bank fees; and chargebacks. Subscriber Revenues include fees for different types of subscriptions (e.g., annual, monthly, etc.), usage fees for rides extending beyond the initial free ride time, and overdue Bicycle fees.

“Super Majority” means a vote equal to or greater than 75% by System Share AND including a vote from each of COB, TOB, COC, COE, and COS.

“System Data” means any information or data collected or created in connection with the System and transactions related thereto, whether collected or created by one or more Municipality, by Lyft, or by a third party, other than credit card or other financial information of Subscribers.

“System Ownership” means, for the purposes of calculating System Share, each Municipality’s share of (i) total owned Docks purchased as part of a complete station, whether deployed or not as of the last day of the previous Contract Fiscal Year plus (ii) 58% of all Smart Bikes owned by a Municipality as of the last day of the previous Contract Fiscal Year.

6.C.

“System Ridership” means, for the purposes of calculating System Share, each Municipality’s share of total trip starts and ends during the previous Contract Fiscal Year.

“System Share” is a measure of each Municipality’s share of the System as determined by a weighted formula of 70% System Ownership and 30% System Ridership.

“System-wide Secondary Sponsor” means any Sponsor, not including the Title Sponsor, who receives recognition on System assets in all Municipalities.

“Title Sponsor” means the Sponsor to whom the naming rights to the System are granted and includes any replacement Title Sponsor of the System.

“Title Sponsorship Agreement” means the agreement between Lyft and the Title Sponsor governing the Title Sponsorship.

“Title Sponsorship Funds” means all revenues to the extent actually collected by Lyft as determined on a GAAP basis as a result of the Title Sponsorship, net of any Sponsorship Administrative Fee.

1.2. Other Defined Terms. The following terms shall also have the meanings as defined in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Additional Decisions	8.1
Agreement	Preamble
Campaign-Based Secondary Sponsorships	6.1.1
Campaign Restricted Stations	6.1.2
COB	Preamble
COC	Preamble
Confidential Information	12.4
COS	Preamble
Decision-Making Meetings	4.1
Digital Sponsorships	6.1.3
Dominant Presence	6.1.1.a
Force Majeure Event	24.13
Guaranteed Capital Equipment or GCE	9.1
Individual Contracts(s)	Purpose
Leadership Meetings	4.1
Long-Term Secondary Sponsorships	6.1.1
Long-Term Restricted Stations	6.1.1
MAPC	Preamble
Operator	Preamble
OM(s)	Preamble
Other Meetings	4.1
Receiving Party	12.3

Regional Bike Share System or System	Recitals
Revenue Share	9.2
SNAP	16.3
System Reinvestment	9.3
System Status Meetings	4.1
System-wide Secondary Sponsorship Branding Template	6.2.1
Title Sponsorship Branding Template	5.2
TOB	Preamble

1.3. Interpretation. Nothing in this Agreement is intended to alter or amend any of the terms, conditions, or covenants set forth in each Individual Contract and such Individual Contract shall control all subject matter not expressly set forth in this Agreement. In the event of a conflict between the terms and conditions of any Individual Contract and this Agreement, precedence will be given to the Individual Contracts.

SECTION 2.0 TERM AND TERMINATION

2.1. Term. The term of this Agreement shall run from the Effective Date and shall remain in effect, unless earlier terminated or renewed in accordance with the terms of this Agreement, until April 1, 2024. The Parties shall meet no less than three (3) months before April 1, 2024 to discuss in good faith whether to renew this agreement, including any potential amendments. If the Parties do not agree on renewing this Agreement before April 1, 2024, and if any of the Individual Contracts is renewed pursuant to their terms, then this Agreement shall automatically renew for a six-month period for the renewing parties and thereafter will renew automatically for successive six-month periods (provided any Individual Contract remains in effect) unless and until the renewing parties agree to any amendments. If the Members agree by Super Majority to renew, including any potential amendments (subject to Lyft's agreement), then the new Agreement will take effect.

2.2. Withdrawal. A Municipality may withdraw from this Agreement upon termination of its Individual Contract by providing 90 days' notice to the other Parties; provided, however, that any such withdrawal shall not relieve such Municipality of any obligation arising under this Agreement which shall have accrued prior to such withdrawal. After any withdrawal by a Municipality, this Agreement will remain in full force and effect among the remaining Parties.

2.3. Termination. This Agreement will terminate automatically upon the expiration or termination of all Individual Contracts.

SECTION 3.0 GOVERNANCE COUNCIL

3.1. Governance Council. The Members agree to create and hereby establish the Governance Council to govern and coordinate the activities and operation of the System. The Council works to ensure a functional, interoperable, and sustainable System through shared decision-making and input on common processes, goals, and evaluations of the System. Lyft is required to meet and cooperate with the Council.

6.C.

3.2. Conduct. The Council shall seek to maintain a harmonious and cohesive relationship. All Members, Associate Members and Council Partners shall work with an appropriate level of mutual confidence and respect and shall reflect an attitude of openness and transparency. No Member, Associate Member or Council Partner shall attempt to coerce another Member or Municipality or, by his or her conduct, adversely affect the confidence of the public in the integrity of the System.

3.2.1. Censure. Any two Members may submit, in writing, a complaint regarding an alleged violation of conduct by another Member, Associate Member, or Council Partner. This complaint shall be placed on the agenda of an upcoming Council meeting. At that meeting, the party allegedly in violation may refute the complaint. A simple majority of Council Members may, at that time, vote in favor of censure. Censure carries neither financial repercussion nor suspension of rights and responsibilities. It is understood that pursuant to the preceding Sections 3.1 and 3.2, Members agree to work together in good faith, and that Censure may only be used as an action of last resort.

3.3. General Council Membership. The Council shall consist of one Representative from each Municipality. Each Representative shall be authorized to speak for, make decisions for, and vote on behalf of, his or her Municipality at Council meetings. One alternate Representative for each Municipality shall be designated. Each Municipality's alternative Representative may participate in all meetings. However, alternate Representatives may only vote if the designated Representative is not in attendance.

3.4. Leadership Involvement. From time to time, the Leaders shall meet to assess the System, to share ideas of general interest and concern, to suggest areas for System improvement, to determine future direction of the System, and otherwise to vote on matters requiring their attention. For clarity, Associate Members are non-voting participants in this process.

3.5. Additional Municipalities. An AM that has signed an agreement with Lyft to operate a portion of the System within its borders that is interoperable with the System shall automatically join the Council as an Associate Member by signing this agreement and appointing one Representative. AMs shall become Members, thereby gaining voting rights and the opportunity to join future coordinated contract negotiations between the OMs and the System operator upon satisfying the following standards:

3.5.1. The AM has deployed at least one of the following:

- At least five stations interoperable with the System, at least one of which is within .75 miles of a Station in an adjacent Municipality, and has deployed a minimum of 54 Bicycles that are interoperable with the System;
- 100 Smart Bikes that are interoperable with the System; or
- A blended system of Stations and Smart Bikes with the combined equivalent of 5 Stations, where 20 Smart Bikes is equivalent to one Station;

6.C.

3.5.2. The AM has signaled its commitment to bicycling as transportation, as evidenced by one or more of the following: an adopted bike network plan (either stand-alone or as part of larger multimodal plan); capital investment in bike infrastructure; recognition by state or national organization as committed to bicycling; or the adoption of a Complete Streets policy as defined by Massachusetts General Laws Chapter 90 I;

3.5.3. The AM has established at least one center for guided enrollment in the income-eligible subscription program, as described in Section 16.4; and

3.5.4. One year has passed from the date the AM joined the Governance Council and its system of stations and/or bicycles interoperable with the System has been operating for at least one calendar year.

3.6. Regional Facilitator. MAPC shall serve as Facilitator. As Facilitator, MAPC will act as a liaison between or among Members, actively encourage new municipalities to join the System, answer questions from municipalities not part of the System, provide technical assistance to those municipalities interested in joining the System, and assist Members and potential Members in raising revenue for the operation and improvement of the System. MAPC may host and facilitate Council meetings when requested, take minutes of meetings when requested, undertake research and analysis tasks related to the System or to bike share, and act as a liaison between the Municipalities and state and federal officials, among other tasks that may be identified later.

3.7. Other Council Participants. Representatives from other organizations, including, but not limited to, Lyft, may be invited by the Council to participate in Council meetings as non-voting participants or to lead Council calls.

SECTION 4.0 COUNCIL MEETINGS

4.1. Council Meetings. The Council shall convene at least monthly to discuss the System's status and operations ("**System Status Meetings**"), make decisions regarding System-wide operations authorized by each Municipality in their Individual Contracts ("**Decision-making Meetings**"), inform leadership of the System status and operations ("**Leadership Meetings**"), or discuss other Council or System issues ("**Other Meetings**") as set forth in Sections 4.2 through 4.5 below. MAPC shall be the facilitator of each Council meeting, except System Status Meetings as described below, unless otherwise decided by the Council.

4.2. System Status Meetings. Lyft shall host System Status Meetings at least once per month to provide Members with System status updates. The Council should make any requests for agenda items to Lyft at least two (2) business days prior to the scheduled System Status Meeting. Lyft shall provide the Council with an agenda for such System Status Meetings at least one (1) business day prior to each System Status Meeting. System Status Meetings shall be open to all Members and Associate Members. Unless scheduled as a Decision-Making Meeting, the Council shall not take any action concerning System-wide decisions at System Status Meetings and System Status Meetings do not have a quorum requirement. System Status Meetings may take place in person, by teleconference, or by videoconference and attendance by Members and Associate Members is voluntary. Lyft shall provide all Members and Associate Members with notes from System Status

6.C.

Meetings, which shall include any material presented along with a brief summary of any decisions and agreed-upon next steps.

4.3. Decision-Making Meetings. Decision-Making Meetings include all meetings where the Council must make a System-wide decision concerning the topics identified in SECTION 5.0 (Title Sponsorship), SECTION 6.0 (Secondary Sponsorship), SECTION 7.0 (Subscriber Changes), and SECTION 8.0 (Additional Decisions).

4.3.1. Scheduling. Decision-Making Meetings may be requested by any Member, Associate Member, or Lyft. In order to proceed with the Decision-Making Meeting, at least two Members must agree that a Decision-Making Meeting will be held. Upon any such request to hold a Decision-Making Meeting, the Council shall schedule a Decision-Making Meeting, to occur within 10 days of such request, for presentation and discussion on the identified topic. The first Decision-Making Meeting shall include a presentation by the requesting party on the identified topic requiring a decision. The Council may agree to vote at the end of such Decision-Making Meeting. If a vote is not agreed to be held at the end of the first Decision-Making Meeting, a second Decision-Making Meeting must be scheduled to occur within 10 days following the first Decision-Making Meeting, and shall provide further opportunity for discussion of the identified topic, which the Council shall bring to a vote. MAPC, unless otherwise requested, shall facilitate scheduling, and develop an agenda for Council review within three (3) days of agreeing to schedule each Decision-Making Meeting. Decision-Making Meetings may be hosted by MAPC, Lyft, or any Member. Decision-Making Meetings may also include the monthly System Status Meeting. Notwithstanding the foregoing, the Members may conduct a vote on any decision contemplated by this paragraph via email and without holding any Decision-Making Meetings, if upon a request for a Decision-Making Meeting the Members agree to vote on such decision via email.

4.3.2. Quorum. All Representatives with voting rights, or their designated alternates, must be present to vote at Decision-Making Meetings; provided, however, that Members may vote by proxy by sharing their vote with the full Council and Lyft ahead of the meeting. A vote may be delayed only if a Member or alternate is unable to participate due to an unanticipated, bona fide emergency.

4.3.3. Voting. Voting at Decision-Making Meetings shall follow the processes set forth herein. Votes must be taken during the second Decision-Making Meeting unless Members unanimously agree to vote during the first Decision-Making Meeting. A Member may abstain from any vote and will be counted as a non-affirmative vote. By way of example, if on a Council with four (4) Members, one (1) Member abstains from a decision requiring a majority of Members to vote in the affirmative, the remaining three (3) Members must vote in the affirmative for an affirmative decision. In the event that a Leader attends a Decision-Making Meeting where such Municipality's Representative is present, the Leader shall be authorized to vote and act on behalf of their Municipality in place of the Representative.

4.4. Leadership Meetings. It is expected that the Council will hold at least one Leadership Meeting per year. In addition to this regularly scheduled Leadership Meeting, Leaders may convene from time to time to discuss significant items of System-wide concern, or to approve a Title Sponsorship as described in SECTION 5.0 below. Beyond the regularly scheduled Leadership Meeting, any Member, Associate Member or Council Partner may request to schedule

6.C.

additional Leadership Meetings. If a Member requests such a Leadership Meeting, at least one (1) other Member must approve before the Leadership Meeting will be held; if an Associate Member or Council Partner requests such a Leadership Meeting, at least two (2) Members must approve.

4.4.1. Agenda. The Representatives, and Lyft where appropriate, will prepare an agenda for the Leadership Meeting, which shall be available at least ten (10) business days in advance of the Leadership Meeting.

4.4.2. Attendance. Unless Leaders will be voting to approve a Title Sponsorship, Leadership Meetings do not have any attendance or quorum requirements and shall be open to all Members and Associate Members. Council Partners and Lyft are invited to attend all Leadership Meetings unless the Council elects to hold a Leadership Meeting without Council Partners or Lyft. Leadership Meetings may be hosted by any Member or by the Facilitator.

4.5. Minutes. Official written minutes shall be recorded for all Decision Making Meetings and Leadership Meetings. Such minutes shall include the date, time, and place of the meeting, all attendees, and a record of all votes taken. Unless otherwise decided, the Facilitator shall record official written minutes for all Leadership Meetings, and Lyft shall record official written minutes for all other Decision Making Meetings. The designated note taker shall distribute such minutes to Members within five (5) business days of the meeting for review and approval at the next System Status Meeting.

4.6. Other Meetings. Members may agree to hold Other Meetings as needed. Such Other Meetings may or may not include Associate Members, Council Partners, and other Council participants as described in Section 3.7. Such Other Meetings may take place in person, by teleconference, or by videoconference, and attendance by Members shall be voluntary.

SECTION 5.0 TITLE SPONSORSHIP

5.1. Title Sponsorship. If Lyft solicits a Title Sponsor for the System in accordance with the Individual Contracts, Lyft must obtain Council approval of the Title Sponsorship Branding Template (as defined below) and the Title Sponsorship package. All Title Sponsor decisions require a Super Majority approval by the Council or Leaders as identified in the below processes.

5.2. Title Sponsorship Branding Template. Lyft shall solicit input from the Council regarding branding and subsequently propose to the Council, for comment and approval, a plan for branding the System that describes, in detail, placement of all Title Sponsorship recognition and branding across digital and physical assets of the System (“**Title Sponsorship Branding Template**”). The Council shall discuss the proposed plan during at least one Council meeting and may request that Lyft adjust aspects of the Title Sponsorship Branding Template. The Council must vote by Super Majority to approve the Title Sponsorship Branding Template and may schedule as many Council meetings as necessary to discuss the proposed Title Sponsorship Branding Template. Following Council approval of the Title Sponsorship Branding Template, Lyft shall be required to seek additional approval only for substantial changes (e.g., changes in placement of branding, prominence of branding) from the Council-approved Title Sponsorship Branding Template. Any such approval requires Super Majority approval by the Members. The Title Sponsorship Branding

Template attached to this Agreement as **Exhibit A** is hereby deemed approved by the Council in satisfaction of the approval requirements set forth in this Section.

5.3. Title Sponsor Solicitation. Lyft will consult with the Members for initial guidance and input on Title Sponsorship. Lyft shall notify all Members of potential Title Sponsors prior to presenting a Title Sponsorship package to the Council so that the Council may inform Lyft of any potential conflicts of interest or other concerns, including but not limited to municipal constraints identified in the Individual Contracts. Per the Individual Contracts, preference will be given first to Title Sponsors that are brand-aligned (e.g., promote active, healthy living) and then to Title Sponsors that are brand-neutral (e.g., generally unrelated fields such as finance). Title Sponsors that are potentially against brand are discouraged and may be rejected.

5.4. Title Sponsor Approval. Upon Lyft's selection of a Title Sponsor to propose to the Council, Lyft shall request a Council meeting to review the details of the Title Sponsorship package and a Leadership Meeting for final vote on the Title Sponsorship package. The Council shall schedule (i) a meeting to review the Title Sponsorship package to occur within 10 days of receiving such request and (ii) a Leadership Meeting for a final vote on the Title Sponsorship package, to occur within 20 days of receiving such request. Lyft shall notify the Council of all competitively priced Title Sponsorship packages identified at such time. Lyft shall send an agenda, with input from Members, and a copy of the Title Sponsorship package(s) proposed for approval at least five (5) business days before the Leadership Meeting, unless otherwise agreed to by all Members. Each Leader or their designee shall be entitled to one (1) vote at this Leadership Meeting. Approval of the Title Sponsorship package requires a Super Majority vote by the Council.

5.5. Title Sponsorship Renewal. The renewal of any Title Sponsorship approved in accordance with this SECTION 5.0 is subject to the same approval process described above; provided that due consideration will be given to the significant cost of system rebranding, and Municipalities shall therefore expedite the approval process and not unreasonably withhold approval of the existing Title Sponsor.

5.6. Approval of BCBSMA. The Parties agree and acknowledge Blue Cross Blue Shield of Massachusetts ("BCBSMA") has been approved as Title Sponsor, and that approval includes the System name of "Bluebikes," the logo, font, and colors, and the graphic design of the mobile app, Bicycles, kiosks and maps substantially as depicted in **Exhibit A** hereto.

SECTION 6.0 SECONDARY SPONSORSHIPS

6.1. Secondary Sponsorships. Lyft may solicit Secondary Sponsors for the System in accordance with the provisions of the Individual Contracts. While the degree to which all Members will be involved in the development and approval of the various types of Secondary Sponsorships may differ, it is the Council's aim that such packages be consistent and comparable across municipal boundaries.

6.1.1. Long-term Secondary Sponsorships. Secondary sponsorships with a term longer than one (1) year shall be considered "**Long-Term Secondary Sponsorships.**" Long-Term Secondary Sponsorships may be System-wide, multi-jurisdictional or Municipality-specific.

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- Exclusions and Limitations for Long-Term Available Assets. Each Member may, within thirty (30) days of the Effective Date of this Agreement, designate up to 25% of the Stations in such Member's municipality (or three Stations, whichever is higher) where Long-Term Secondary Sponsorship recognition may not constitute a Dominant Presence ("**Long-Term Restricted Stations**"). A "**Dominant Presence**" is defined as branding on at least 30% of the available surface area of any of the following: Docks, base plates, the sides of Map Frames, the sides of kiosks, the backs of kiosks. Members may revise Long-Term Restricted Station designations annually by notifying Lyft in writing by February 1, which revision shall be effective as of April 1. If a third-party owner of property on which a Station is located denies Lyft permission to display Long-Term Secondary Sponsorship recognition on such Station, then such Station will not reduce the respective Municipality's allocation of Long-Term Restricted Stations.

6.1.2. Campaign-Based Secondary Sponsorships. Sponsorships with terms less than one (1) year shall be considered "**Campaign-Based Secondary Sponsorships.**" Campaign-Based Secondary Sponsorships may be System-wide, multi-jurisdictional or Municipality-specific.

- Exclusions and Limitations for Campaign Available Assets. Each Member may, within thirty (30) days of the Effective Date, designate up to 15% of the Stations in such Member's municipality (or two Stations, whichever is higher) where Campaign-Based Secondary Sponsorships will not be permitted ("**Campaign Restricted Stations**"). Designation of Restricted Stations will be effective as of sixty (60) days after the Effective Date. Each Member may revise Campaign Restricted Station designations annually by notifying Lyft in writing by February 1, which revision shall be effective as of May 1; provided, however, that upon installation of a new Station in any Member's jurisdiction, such Member may designate such Station as a Campaign Restricted Station in exchange for a previously designated Station and/or additional stations to meet the new number representing 15%. Notwithstanding the foregoing, a Member may redesignate a Station at any time if so doing would resolve a material, genuine dispute. If Lyft is prohibited by a third-party owner of property on which a Station is located from displaying Secondary Sponsorship recognition on such Station, then such Station will not reduce the respective Municipality's allocation of Campaign Restricted Stations.

- If any Station displays Campaign-Based Secondary Sponsorship with a Dominant Presence or with recognition on docks for a continuous period of six (6) months or more, the Member in whose jurisdiction such Station is located may request that Lyft refrain from displaying Secondary Sponsorship recognition on such Station's docks for a period of up to three (3) months immediately following the removal of such recognition.

6.1.3. Digital Sponsorships. Sponsorships in which recognition is displayed on digital assets shall be considered "**Digital Sponsorships.**" Digital assets include but are not limited to the System website, mobile application(s), social media accounts, and email communications.

- Combined Digital and Physical Recognition. A Sponsor may be offered a Sponsorship that includes recognition on both digital assets and Capital Equipment. If the recognition on Capital Equipment of such Sponsorship is not System-wide and recognition on digital assets is System-wide, then Lyft will, in its reasonable discretion, determine the allocation

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of the revenue for such package between physical and digital assets for the purposes of determining each OM's Revenue Share.

6.2. System-wide Secondary Sponsorships. Lyft will consult with the OMs for guidance and input on System-wide Secondary Sponsorships on an ongoing basis. In soliciting System-wide Secondary Sponsors, Lyft shall require Council approval as follows:

6.2.1. System-wide Secondary Sponsorship Templates. Lyft shall propose to the Council, for input, comment and approval, templates for System-wide Secondary Sponsorship ("**System-wide Secondary Sponsorship Templates**"). Each template shall describe a specific sponsorship element, such as placement or type of recognition (e.g., a template for Dock wraps, a template for "free ride days," etc.), including as it relates to the:

- Docks, which may be inclusive of base plates
- Bicycles
- Kiosks
- Map Frames
- Maps, informational panels, and decals
- Digital assets, inclusive of web, mobile, and email communications
- Events or other in-person communication

System-wide Secondary Sponsorships will include one or more sponsorship elements that have been approved as System-wide Secondary Sponsorship Templates. The Council has the right to reject templates that do not meet System goals and municipal standards for the public realm.

6.2.2. System-wide Secondary Sponsorship Template Approval. The Council shall hold at least one meeting to discuss proposed System-wide Secondary Sponsorship Templates and may request that Lyft adjust aspects of the templates. The Council must unanimously approve System-wide Secondary Sponsorship Templates, and the Council may schedule additional meetings to continue its review of the templates. Subsequent to the Council's approval, Lyft shall be required to seek additional approval only for substantive changes from the Council-approved template.

6.2.3. System-wide Secondary Sponsorship Approval. Lyft shall notify the Members of any Secondary Sponsorship proposal at least thirty (30) days before commencement of such Secondary Sponsorship by providing the specific details of such proposal, including:

- Types, quantities, and locations of Sponsor recognition
- Duration of the recognition
- Number, location, and times for any events related to the recognition
- Duration and location of recognition on digital assets
- Duration and location of recognition on physical assets that are not Capital Equipment; and
- If applicable, confirmation that such recognition is not in conflict with advertisements sold in the Map Frame.

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- Approval. The Council shall review and vote on the System-wide Secondary Sponsorship proposal within ten (10) business days of receiving the request. An AM, if a Member of the Council during this time, will be eligible to vote only if the System-wide Secondary Sponsorship proposal includes physical recognition within the boundaries of such AM. Each eligible Member shall be entitled to one (1) vote, and approval of System-wide Secondary Sponsors requires unanimous affirmative votes. Such vote may be conducted via email. If any eligible Member does not vote within such time, the proposal will be deemed approved by such Member. If necessary, the Council may schedule meetings with Lyft and/or Leaders to review, negotiate, and vote on the final details of System-wide Secondary Sponsorships. Such Leaders' votes shall be considered final. Upon approval by the Council, Lyft shall be solely responsible for managing the relationships with the Sponsors according to the Sponsorship agreements.

6.2.4. Multi-Jurisdictional Secondary Sponsors. From time to time, Lyft may solicit multi-jurisdictional secondary Sponsors; these Sponsors receive recognition in some but not all Municipalities. Multi-jurisdictional secondary Sponsors may be approved by any number of Members for recognition on Capital Equipment within their municipal boundaries and may include those rejected by the Council for System-wide Secondary Sponsorship.

- Templates. Lyft shall use the approved System-wide Secondary Sponsorship templates for any multi-jurisdictional secondary Sponsorships.

- Presentation and Approval. Lyft shall notify the affected Members of any multi-jurisdictional secondary Sponsorship proposal at least thirty (30) days before commencement of such Sponsorship by providing the specific details of such proposal. Each Municipality may approve any multi-jurisdictional Secondary Sponsorship according to the terms of its Individual Contract.

6.3. Municipality-Specific Sponsors. Lyft will make commercially reasonable efforts to promote secondary Sponsorship opportunities for all Members, but may recruit Sponsors for specific Municipalities.

6.3.1. Municipality-Specific Secondary Sponsors Approval. Municipality-specific secondary Sponsors may be approved by any Municipality pursuant to the provisions of its Individual Contract. Municipality-specific secondary Sponsors may include those rejected by the Council.

6.3.2. Station Sponsorship Packages. While each Municipality will make the decision to offer or permit Station Sponsorships and will not share revenues from the sale of such with other Municipalities, the packages should be comparable across the System. As such, Lyft shall work with the Council to develop multiple Station Sponsorship branding templates and packages at varying price points, with at least one package reasonably attainable for Local Businesses and at least one package that includes Champion Group Membership as a benefit. The Council must approve each template and package, with the understanding that specifics may reasonably vary based on the Station Sponsor and Municipality. Station Sponsorship funds received by the Municipalities should be invested in the System. All Station Sponsors recruited by Lyft must be approved in accordance with the terms of the Individual Contract for the Municipality within

which the Station is located. For the avoidance of doubt, this process does not apply to packages previously approved as of the Effective Date.

SECTION 7.0 SUBSCRIBER AND USAGE FEE CHANGES

7.1. Subscriber and Usage Fee Rate Changes. In accordance with the Individual Contracts, certain changes to the Subscriber and usage fees related to annual and monthly Subscribers, group Subscribers, casual Subscribers, and usage fees require Council approval. For the avoidance of doubt, increases to Subscriber and usage fees related to (i) Equipment Acceptance of the first twenty (20) Stations and Bicycles from Guaranteed Capital Equipment, as described in the Individual Contracts, or (ii) annual CPI-U adjustments, will not require Council approval.

7.2. Subscriber and Usage Fee Change Process. Lyft may request in writing or at any System Status Meeting that the Council approve changes to the Subscriber and usage fees. Upon receiving such request, the Council shall follow the procedure for Decision-Making Meetings set forth in Section 4.3. If the Council cannot reach unanimous agreement within two meetings, the Council shall vote on the proposed changes, weighted by System Share. A vote approving changes to the Subscriber and usage fees shall require an affirmative vote equal to or greater than 75% by System Share and must include a majority of Members voting affirmatively.

SECTION 8.0 ADDITIONAL DECISIONS

8.1. Additional Decisions. All other System decisions shall follow the process identified in Section 8.2 below. These decisions (“**Additional Decisions**”) are referenced in the Individual Contracts and include:

“Group I Decisions”:

- Purchase of equipment that incurs shared costs (subject to Section 11.3.2)
- Contract renewal process, including reviewing Lyft’s performance as operator of the System and developing new procurements
- Title Sponsorship Approval
- Title Sponsorship Renewal
- Services with additional shared costs;
- Introduction of Smart Bikes and/or E-Bikes (meaning, bikes that are at least partially powered by electric motor).

“Group II Decisions”:

- Significant changes to the System website or mobile app
- Content, design, and placement of informational panels/maps and informational decals;
- Datasets to make available to the public;
- Approval of the annual marketing plan, goals, and metrics;
- Contact of Subscribers;
- Content, design, and placement of other Systemwide digital and physical communications (e.g., member packets, PSAs, website content)
- Agreeing to a System closure policy and other SOPs

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- Agreeing to the System Style Guide.

8.2. Decision-making. Any Member or Lyft may request that the Council consider an Additional Decision at any meeting, which shall follow the process and timeline set forth in Section 4.3. If the Council cannot reach unanimous approval by the end of the second meeting, the Council shall vote on the Additional Decision utilizing a vote weighted by System Share. For Group I Decisions, affirmative votes must be a Super Majority. For Group II Decisions, affirmative votes must be equal or greater than 51% of System Share with at least a simple majority of Members voting affirmatively. If the vote is negative, the Council shall discuss the potential for individual Municipalities to participate in the proposal, provided that there are no financial consequences to the other Municipalities and minimal impact on, or confusion for, Subscribers.

8.3. Adjustments to Bicycle Distribution Metrics. Lyft must provide a report on Rideability, as defined in Individual Contracts, to the Council by February 1st of each year. Such report should include: an overview of operational changes made over the past year and additional remedial efforts taken by Lyft; potential recommended remediation activities for the coming year; a report on user complaints of specific stations; and information on how user experience may vary during each period in which bicycle distribution is measured. Reports may include information about approaches being used in other bike share systems; new tools being developed by Lyft (digital and physical); and other information that may be helpful in understanding how best to distribute bicycles. Lyft and the Council shall work in good faith to review and agree upon any revisions to Lyft's bicycle distribution obligations for the next Contract Fiscal Year. Decisions to adjust Bicycle distribution metrics must be made at least 30 days prior to the start of a Contract Fiscal Year.

8.3.1. Smart Bike Distribution. Upon agreement to incorporate Smart Bikes into the system, according to the process described in Section 15.2, it is understood that Bicycle distribution metrics may need to be adjusted. Lyft and the Council shall work in good faith to develop a shared approach to bicycle distribution that accounts for predictability and reliability at stations as well as their surrounding areas. Such a change to Bicycle distribution metrics may occur outside of the process outlined above.

SECTION 9.0 **ATTRIBUTION OF SPONSORSHIP REVENUES**

9.1. Guaranteed Capital Equipment. Pursuant to the Individual Contracts, Lyft purchased and installed Guaranteed Capital Equipment (as defined below) in quantities and according to the process set forth below. "**Guaranteed Capital Equipment**" or "**GCE**" means \$6,000,000 (six million dollars) in value, according the Pricing Sheets set forth in each Individual Contract, of new expansion Stations and associated kiosks, Docks, Bicycles, and other parts thereof. Notwithstanding the foregoing, GCE was also allowed be applied to (i) replacement Bicycles, discounted by \$326 per Bicycle if ordered before April 1, 2018, each of which will replace an existing Bicycle in the System which Lyft will recycle (in accordance with the process described in Section 9.1.1) and (ii) the costs of upgrading any Kiosk screen assembly, door and antenna from the ECO4 model to the ECO5 model; provided, however, that if the OMs apply GCE to any such replacement Bicycles or Kiosk upgrades, the OMs agreed to fund the purchase, by 60 days from the effective date of the Original MOA, of additional Stations, beyond those purchased by GCE

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funds, required to bring the total number of Stations within the OM's boundaries to at least three hundred (300). For the avoidance of doubt, the actual costs of installing GCE shall not be charged to the OM's nor apportioned from each OM's equivalent dollar value of its GCE share. For the avoidance of doubt, no AM is eligible for GCE.

9.1.1. Recycling Decommissioned Bicycles. Lyft may, in its reasonable discretion based on the annual asset management report and other information, deem a Bicycle to be no longer serviceable and from time to time will provide Members with a list of such Bicycles. For Bicycles deemed no longer serviceable, Lyft will provide a proposal for Decommissioning Services. "Decommissioning Services" include: stripping such Bicycle for usable parts; recycling any non-useable parts to the extent possible; and storage of such Bicycles or parts; the proposal for the Services may include a price proposal and a no-cost proposal. Each Member will independently determine its decision related to the Decommissioning Services.

9.1.2. Distribution. The GCE was allocated among the OM's in accordance with the dollar values listed below, which are in proportion to the expansion goals stated in the RFP:

Municipality	Share of Goal	Dollar Value
Boston	69.2%	\$4,152,000
Brookline	7.6%	\$456,000
Cambridge	10.1%	\$606,000
Somerville	13.1%	\$786,000
<i>Total</i>	<i>100%</i>	<i>\$6,000,000</i>

9.1.3. Implementation. Lyft provided the GCE to the OM's over two primary expansion phases in 2018 and 2019, with any remaining implemented by mutual agreement between each municipality and Lyft. All GCE arrived, was accepted, and sited in accordance with the ordering timelines set forth in the Individual Contracts. As of the Effective Date, the Parties hereby agree and acknowledge that Lyft has no remaining GCE obligations to the OM's.

9.2. Revenue Share. In accordance with the provisions of Section 2.9 of each Individual Contract, and as further described below, the OM's expect to receive annual payments derived from the following sources:

9.2.1. 10% of the excess, for such Contract Fiscal Year, of cumulative Title Sponsorship Funds over six million dollars (\$6,000,000), as such cumulative amount is calculated from the commencement of the Title Sponsorship Agreement through the end of such Contract Fiscal Year;

9.2.2. 10% of the excess of Subscriber Revenues for such Contract Fiscal Year over three million dollars (\$3,000,000); and

9.2.3. 10% of all Secondary Sponsorship Funds (as defined in the Individual Contracts) for such Contract Fiscal Year.

The above payments shall be apportioned to each OM in proportion to each OM's System Share, which shall be calculated without taking into account any AMs (each portion, such OM's "Revenue Share"). Revenue Share from Secondary Sponsorship Funds (as defined in the Individual Contracts) shall be calculated according to participation by the Municipalities in each Secondary Sponsorship. For example, if only two Municipalities participate in a multi-jurisdictional secondary Sponsorship, only those two Municipalities will receive Revenue Share from such secondary Sponsorship, according to their System Shares. For the avoidance of doubt, revenues from Station Sponsors recruited by a Municipality shall not be shared with other Municipalities or with Lyft. Additionally, other types of municipal funding (e.g., mitigation, advertising, grants) secured by a Municipality for the purposes of funding or expanding its portion of the System shall not be shared with other Municipalities or with Lyft.

9.3. System Reinvestment. In addition to the Revenue Share payments to the OMs, Lyft shall spend an amount equal to 10% of the excess of cumulative Title Sponsorship Funds over fifteen million dollars (\$15,000,000) on System Reinvestment. "**System Reinvestment**" may include, but is not limited to, replacing Capital Equipment that is beyond its useful life, adding equipment or staff capacity in key regional "trouble spots" to address chronic imbalances of Bicycles, and opportunities for targeted marketing and/or outreach to supplement the adopted annual marketing plan. Members or Lyft may propose such System Reinvestment, which must be approved by the Council in accordance with the process set forth in Section 4.3. If the Council cannot reach unanimous approval within two meetings, the Council shall vote on the proposed System Reinvestment, weighted by System Share. An affirmative vote must be equal to or greater than 75% by System Share and must include a majority of Members voting affirmatively.

SECTION 10.0 ADDITIONAL MUNICIPALITY REVENUE

10.1. AM Title Sponsorship Revenue. An AM may work with Lyft to secure additional revenue from the Title Sponsor for recognition of portions of the System specific to the AM. All such AM-specific revenue up to a value of \$1,200 per Bicycle shall be distributed in accordance with the AM's Individual Contact with Lyft. Any Title Sponsorship revenue above a value of \$1,200 per Bicycle shall be shared by the AM with all other municipalities with a voting member on the Council, weighted by percentage of Docks owned in the System. AM Title Sponsorship revenue shall not include revenue an AM may receive from the Title Sponsor for advertisement in the Map Frame.

10.2. AM Secondary Sponsorships. An AM may work with Lyft to secure additional Municipality-specific secondary Sponsorships and Station Sponsorships. All such Sponsorships must be consistent with Sponsorship Templates in place for System, including Title Sponsorship. Any revenues from Municipality-specific secondary Sponsorships shall be allocated as determined by the AM's Individual Contract with Lyft.

10.3. AM Subscriber and Usage Fees. Subscriber Revenues shall be attributed to AMs as follows:

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10.3.1. Annual and Monthly Subscriptions. All revenues from new annual and monthly subscriptions purchased 90 days prior to launch of the System in an AM, or later, by new Subscribers with billing addresses with the zip codes of such AM shall be attributed to such AM.

10.3.2. Short-Term Subscriptions. All revenues from 24-hour and other short-term subscriptions first used at Stations located within AM boundaries shall be attributed to such AM.

10.3.3. Group Memberships and Subscriptions. All revenues from new group memberships and group subscriptions purchased 90 days prior to launch of the System in an AM, or later, from group members with a Massachusetts headquarters wholly within the zip code(s) of that AM shall be attributed to such AM.

10.3.4. Income-Eligible Program. All revenues from income-eligible subscriptions purchased 90 days prior to launch of the System in such AM, or later, by Subscribers with billing addresses within the zip codes of that AM shall be attributed to such AM. If within one year of the launch of the System in the AM, the AM has not established at least one center for guided enrollment in the income-eligible subscription program, the AM will forfeit further revenues from income-eligible subscriptions until such a location is established.

10.3.5. Usage Fees. Usage fees, regardless of type of subscription associated, for any ride initiated at a Station within an AM's boundaries shall be attributed to such AM.

10.3.6. Other Subscriptions and Fees. No revenues shall be attributed to any AM for: the use of any adaptive bike program established by the Council; new and existing subscriptions purchased by residents of municipalities that are not Members; existing subscriptions purchased by residents of the AM more than 90 days in advance of the launch of the System into the AM; and group memberships purchased through a group member's headquarters not located within that AM.

10.3.7. Exclusion from Revenue Share. Subscriber Revenues attributable to an AM shall not be included in the calculation of any Revenue Share owed to an OM.

10.4. Accounting and Auditing. Lyft must provide each Member with a full accounting of subscriptions purchased during each Contract Fiscal Year during which one or more AMs have operational Stations, including subscription type, total subscription cost, and other relevant details. The cost of this service shall be borne by the operating fees paid by AMs and shall not be considered an additional report per the Individual Contracts.

10.5. Service Levels. It is understood by all Parties that Lyft's obligations under the Individual Contracts, including those regarding service levels, will not be affected by the addition of any AM to the System.

SECTION 11.0 SHARED COSTS AND BICYCLE REPLACEMENT

11.1. Shared Costs. Pursuant to the Individual Contracts, shared costs include those associated with services that benefit all Municipalities, including providing call center support in additional

languages (beyond English and Spanish) and System audits. Such costs shall be split among the Municipalities according to System Share.

11.2. Additional Shared Costs. Additional services that benefit all Municipalities may be requested by the Council in accordance with the decision-making processes set forth in Sections 4.3 and SECTION 8.0 including, by way of example, translation of System materials and ordering extra reports. When approved by the Council, the costs of these services shall be allocated according to System Share. Individual Municipalities may use such services without Council approval at that Municipality's own expense.

11.3. Capital Equipment.

11.3.1. The costs associated with the Municipalities' obligations under the Individual Contracts to replace or repair components of the System that are interchangeable or that cannot be tracked, which include all parts included in common on the pricing sheet of Individual Contracts, except for wholly countable large parts (plates, Docks, kiosks, Map Frames, or other similar major components) or site-specific equipment such as bridging, shall be allocated among the Municipalities according to System Share. Costs for Specific Damage Incidents (as defined in the Individual Contracts), e.g., damage to one Station, shall be attributed to the Municipality in which the Specific Damage Incident occurred.

11.3.2. In order to facilitate such routine System maintenance, Lyft may, upon approval by the Municipalities, charge the Municipalities for a reasonable quantity of parts set forth in Table 2 of the pricing sheet of each Individual Contract, to serve as an on-hand supply available at the time that maintenance is required. By means of example, such parts could include dock cassette assembly. Lyft must receive such approval before installation of such parts into the System.

11.4. Bicycle Loss, Theft, and Vandalism.

Lyft shall diligently attempt to prevent Bicycle theft. Theft prevention includes but is not limited to:

- Data tracking
- Timely follow-up with users (including by phone, email and through the app)
- Timely investigation and repair of suspected dock failures
- Stickers and/or signage on fees and docking responsibilities
- Fraud prevention through service such as Sift Science
- Eliminating promotional offers that contribute to lost bikes

11.4.2. Any costs incurred for replacing Bicycles that are lost, stolen, or damaged beyond repair shall be paid to Lyft by the Municipality that owned such Bicycles according to that Municipality's Individual Contract. Within one year of receiving notification from Lyft that a Bicycle has been lost or damaged beyond repair, the Municipalities shall replace such Bicycle.

SECTION 12.0 DATA OWNERSHIP AND ACCESS

12.1. Data Ownership and Licensing. Pursuant to the Individual Contacts, the Members and, as appropriate, Associate Members possess and retain all right, title, and interest in and to System Data and Lyft's use, possession, and creation thereof shall be in accordance with each Individual Contract. The Members may, from time to time, grant public agencies and third-party researchers permission to obtain specific System Data, but shall not include proprietary technical information or personally identifiable data. This shall include providing MAPC with access to system quarterly reports, reporting on bicycle distribution metrics, and the end-of-year survey data. Such permission shall require signed confidentiality agreements.

12.2. Group Member Access. Lyft may make Group Subscriber usage data available to Group Members in accordance with applicable privacy laws and in accordance with Lyft's privacy policy in effect from time to time.

12.3. Location Data. Collection, use, and sharing of location data shall respect the data governance requirements in each municipality's Program Agreement, including requirements regarding customers' personally identifiable information.

12.4. Confidentiality. Subject to the terms and conditions herein and all laws, including, without limitation, the Massachusetts public records law, each Party (a "**Receiving Party**") agrees that it shall not, directly or indirectly, use, make available, sell, disclose, disseminate, or otherwise communicate any Confidential Information to any person or entity other than the OMs, or as appropriate, the AMs in whole or in part, other than in the course of such Party's performance of its obligations hereunder, either during the term of this Agreement or any time thereafter. As used herein, "**Confidential Information**" means any and all information that in any way relates to the System (including any personally identifiable information about Subscribers and information about their exact routes) and with respect to each Party, the finances, agreements, business operations, trade secrets, plans, proceedings, market strategies, media and promotional activities or other non-public information of any Party disclosing such information, whether disclosed orally, in writing, or through another medium, by the Disclosing Party's officers, employees, agents or other persons. Lyft acknowledges that, as public agencies, the Municipalities and MAPC are subject to the Massachusetts public records law, G.L. c. 66, § 10. Nothing contained herein shall be deemed to prohibit or otherwise restrict the Municipalities' or MAPC's ability to comply with laws applicable to the Municipalities and MAPC regarding disclosure of information to the public; provided, however, that if the Municipalities or MAPC receive a request under the Massachusetts public records law for disclosure of any records containing any Confidential Information of Lyft, the Municipalities and MAPC shall make best efforts to notify Lyft as soon as possible of the fact and nature of such request.

SECTION 13.0 SYSTEM REQUIREMENTS

13.1. Bike-to-Dock Ratio. New purchases of Capital Equipment shall have a minimum ratio of 0.57 Bicycles for every 1 Dock. OMs will make best efforts to purchase additional Bicycles to achieve a 0.57:1 ratio for existing Stations. This requirement is subject to change upon introduction of Smart Bikes or other equipment innovations into the System. Municipalities will follow the process outlined in Section 4.3 to propose a ratio for such equipment. The vote must be approved by Super Majority.

13.2. Contiguous System Footprint. At least one Station in each AM must be within .75 miles from one Station in a contiguous Municipality. Exceptions to these requirements may be made for parts of AMs that are separated by bodies of water or other physical boundaries, with the agreement of Lyft. Station proximity within each Municipality is dictated by the Individual Contracts.

13.3. State of Good Repair. The Municipalities and Lyft will mutually agree upon a maximum percentage of Capital Equipment that is permitted to be in “marginal” or “poor” condition according to the Capital Equipment asset management report described in the Individual Contracts. The Municipalities agree to repair or replace Capital Equipment to ensure that the amount of Capital Equipment designated as “marginal” or “poor” is below such agreed percentage. For the avoidance of doubt, Lyft will not operate any Capital Equipment that in Lyft’s reasonable discretion is unsafe for use.

13.4. Informational Decals, Maps, and Informational Panels. Informational decals, maps, and informational panels for Map Frames must be substantially similar across all Municipalities. Approval for substantial changes to design and/or the inclusion of substantially new information is governed by SECTION 8.0.

13.5. Occasional Research and Analysis. MAPC shall provide the Council and its Members with assistance with data and geospatial analysis, evaluation of bicycle distribution metrics, best practice research, and other types of information gathering and analysis helpful to the continued success of the System. Such requests shall be made and fulfilled in a reasonable amount of time.

SECTION 14.0 ACCESSIBILITY PROGRAMS

The Council and Lyft shall establish a working group to guide the research of a potential program to serve riders with disabilities. Disabilities leaders, including municipal, state, and/or non-profit, shall be invited as partners and, as appropriate, shall solicit feedback from residents with varying disabilities. The working group may develop a proposal for accessible alternatives to the System; provided, however, that no such proposal will impose obligations on Lyft without Lyft’s prior written approval. Any proposal shall be brought to the Council for decision-making, following the process outlined in Section 4.3. If the Council cannot reach consensus by the end of the second meeting, the Council shall vote, weighted by System Share. If adoption of such proposal would not increase marginal costs, affirmative votes must be equal or greater than 50% of System Share with at least a simple majority of Members voting affirmatively. If adoption of such proposal would increase marginal costs, approval must be by Super Majority.

SECTION 15.0 EQUIPMENT AND TECHNOLOGY UPGRADES

15.1. The Municipalities anticipate innovation in equipment and technology over the term of this Agreement. With the exception of Smart Bikes, incorporation of new innovations and technologies in the equipment shall follow these processes:

15.1.1. Upgrades with No Added Cost. If incorporation of an equipment innovation or upgrade by a Municipality would not increase marginal cost, such Municipality shall incorporate

such innovation or upgrade as new equipment is purchased and as existing equipment is repaired. By way of example, such innovation could be, but is not limited to, a new display in Kiosks with a digital display.

15.1.2. Limited Impact with Added Cost. If incorporation of an equipment innovation or upgrade by a Municipality would not affect other Municipalities, but would increase marginal cost, such Municipality may incorporate such innovation or upgrade into its Capital Equipment as it finds prudent, unless the Council votes to adopt the innovation or upgrade System-wide in accordance with this paragraph. The Members and Lyft may develop proposal for adopting such innovation System-wide. If the Council does not reach consensus on a proposal within two meetings, the Council shall vote weighted by System Share. An affirmative vote must be equal or greater than 75% by System Share and must include a majority of Members voting affirmatively. By way of example, such innovation could be, but is not limited to, a key-dispensing Kiosk.

15.1.3. System Impact with Added Cost. If incorporation of an equipment innovation or upgrade by a Municipality would affect the System as a whole, and would increase marginal cost, any Member or Lyft may bring the innovation to the attention of the Council for discussion. The Members and Lyft shall then develop a proposal for adopting such innovation or upgrade as equipment is purchased or repaired or on a quicker pace. Any Municipality may adopt such innovation as it finds prudent, however such adoption shall not have adverse costs on other Members. By way of example, such innovation could be, but is not limited to, Bicycles with additional gears.

15.2. Smart Bike Integration. The Council and Lyft shall establish a working group to guide the process for whether and how Smart Bikes might be integrated into the System. Members of this working group may include municipal staff from adjacent communities that have launched or actively expressed interest in Smart Bikes. Any decision to integrate Smart Bike technology into the System shall follow the process outlined in Section 4.3. For such a decision to be approved, affirmative votes must a Super Majority. Any integration of Smart Bikes into the System is also subject to Lyft's approval. For the avoidance of doubt, nothing in this Agreement, including this Section 15.0, obligates Lyft to develop, sell, or deploy new bicycle technology in the System. Also for the avoidance of doubt, nothing in this Agreement obligates any of the Municipalities to purchase or deploy new bicycle technology in the System.

SECTION 16.0 INCOME-ELIGIBLE SUBSCRIPTION PROGRAM

16.1. Income-Eligible Subscription. Pursuant to the Individual Contracts, Lyft will offer an annual and monthly subscription option to income-eligible individuals according to eligibility requirements set forth in this SECTION 16.0.

16.2. Eligibility. Individuals enrolled in a qualifying public assistance program or meet certain income guidelines, as agreed to by the Parties, shall be eligible for an income-eligible subscription.

16.2.1. Students. Full-time undergraduate students may not qualify for income-eligible subscriptions using income guidelines. Full-time undergraduate students, however, may qualify for income-eligible subscriptions based on their participation in qualifying public assistance

programs. Graduate students who meet the income guidelines are eligible for income-eligible subscriptions. Any students who are eligible for a group subscription based on their academic enrollment are not eligible for income-eligible subscriptions.

16.2.2. Qualifying Public Assistance. As of the Effective Date, qualifying public assistance programs include: the Massachusetts Department of Transitional Assistance's Supplemental Nutritional Assistance Program ("SNAP"); Fuel Assistance (LIHEAP); Housing Choice Voucher (Section 8); MassHealth; Pell Grants; Public Housing residence; Supplemental Security Income (SSI); Social Security Disability Insurance (SSDI); Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); and Free or Reduced Price Lunch (in municipalities where free lunches are not provided to all students).

16.2.3. Qualifying Income. As of the Effective Date, individuals shall qualify for the program if their household income would otherwise qualify them for any of the accepted forms of public assistance.

16.3. Online Self-Enrollment. Lyft will provide an income-eligible program self-enrollment web form accessible via the System's public website, subject to coordination with a relevant public assistance agency to allow for eligibility confirmation. On this web form, Subscribers can confirm their eligibility for an income-eligible subscription by entering an approved unique number that indicates their current enrollment in a participating public assistance program, such as a SNAP. This number will be automatically checked by the web form, and if it is deemed valid, the individual will be granted immediate access to online enrollment in an income-eligible subscription. Lyft and the Municipalities will work together to coordinate with other municipal or state departments to implement such systems enabling online eligibility verification.

16.4. Guided Enrollment. Each Member shall establish at least one (1) center for guided enrollment in the income-eligible subscription program. The primary purpose of these centers is to enroll income-eligible Subscribers who cannot to access the self-enrollment system. These centers shall provide staff and/or volunteers during designated hours of assistance to facilitate the enrollment of income-eligible subscribers. Centers shall follow common procedures to confirm eligibility, record necessary data, and grant access to income-eligible subscriptions, as described in the income-eligible program standard operating procedures.

16.5. Income-Eligible Program Standard Operating Procedures. Within two (2) months of the Effective Date, and subject to Lyft's approval, the Council shall develop income-eligible program standard operating procedures, which shall describe: the qualifying public assistance programs including those feasible for online eligibility verification; and common procedures for guided enrollment centers. The initial approval of these procedures, and any subsequent amendments to them, shall be brought to the Council for decision-making, following the process outlined in Section 4.3. If the Council cannot reach consensus by the end of the second meeting, the Council shall vote, weighted by System Share. Affirmative votes must be equal or greater than 50% by System Share with at least a simple majority of Members voting affirmatively. Should Lyft reject any provisions of these procedures, the Parties shall work in good faith to find a reasonable resolution.

SECTION 17.0 COLLECTIVE PURCHASING

The Municipalities may work with each other to align the purchasing of any equipment or services available in their Individual Contracts to achieve bulk rates as provided in the Individual Contracts. The Municipalities shall notify Lyft of such purchases.

SECTION 18.0 CONTACTING SUBSCRIBERS

The Municipalities may contact Subscribers up to three (3) times per year for purposes generally related to bike share and bicycling, including, by way of example, as part of municipal bike share planning efforts or to inform bike share users of master planning processes. Contact outside the above limit and topic area must be approved by the Council as governed by SECTION 8.0.

SECTION 19.0 WAREHOUSE STORAGE

Pursuant to the Individual Contracts, Lyft has agreed to provide the OMs a reduced rate for seasonal removal and storage of up to 40 Stations System-wide. The allocation of reduced-rate Stations between the OMs shall be based on each OM's share of Stations deployed as of November 15th of each calendar year, rounding up or down to the nearest whole number. If an OM does not use its allocation, that share shall be re-allocated to other OMs based on their share of the total remaining Stations to store for the winter. No AM is entitled to a reduced rate for seasonal removal and storage.

SECTION 20.0 DEVELOPMENT OF AN ASSET MANAGEMENT SYSTEM

The Council and Lyft shall establish a working group to develop an asset management system that is informed by the Capital Equipment asset management reports, with the goal of developing such asset management system within six (6) months of the first asset management report. The system shall provide, for each major asset class, an inventory, and condition assessment at minimum. The condition assessment shall have a scale of 5 (excellent), 4 (good), 3 (adequate), 2 (marginal), and 1 (poor). It is preferable to also develop performance analysis and modeling for each major asset class and approximate lifecycle cost to the Municipality that owns the equipment, none of which are binding.

SECTION 21.0 COMMUNICATIONS AND MARKETING

21.1. Style Guide. The System Style Guide is attached hereto as **Exhibit B.**

21.1.1. Should any fonts that are not standard on municipal computers be approved as part of the Style Guide, Lyft shall provide font packages for up to 4 devices per municipality, at no cost to the municipality.

21.2. System Voice. The system voice shall be defined by the Style Guide, which reflects the interests and intent of the municipalities, and the publicly-owned nature of the system.

21.3. Marketing Plan. Pursuant to the Individual Contracts, Lyft shall develop annual goals and an annual marketing plan consistent with those goals. Lyft shall begin this process by analyzing successes, challenges, and lessons learned from the previous year, as well as past operational performance and financial projections. Members and Lyft shall then work together to develop the goals and the supporting plan. The final plan shall be adopted by a Council vote, as described in Section 8.0.

SECTION 22.0 STANDARD OPERATING PROCEDURES

22.1. Lyft shall provide the Council the Standard Operating Procedures for (i) station installation and removal; (ii) intentional interruptions of service; and (iii) if any, pursuing overdue and lost Bicycle fees.

SECTION 23.0 NOTICES

23.1. Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery, upon the date of verified delivery by courier of package delivery service, or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

If to COB:	City of Boston Transportation Department 1 City Hall Plaza, Room 721 Boston, MA 02201 Attn: Commissioner
With a copy to:	Corporation Counsel City of Boston 1 City Hall Plaza, Room 615 Boston, MA 02201
If to COC:	City of Cambridge Louis DePasquale, City Manager 795 Massachusetts Avenue Cambridge, MA 02139
With copies to:	Nancy Glowa City Solicitor 795 Massachusetts Avenue, 3 rd Floor Cambridge, MA 02139
and:	Cara Seiderman Transportation Program Manager Community Development Department

6.C.

344 Broadway, 3rd Floor
Cambridge, MA 02139

If to COS: City of Somerville
Mayor
93 Highland Avenue
Somerville, MA 02143

With copies to: City Solicitor
City of Somerville
93 Highland Avenue
Somerville, MA 02143

and: Director of Transportation and Infrastructure
City of Somerville
93 Highland Avenue
Somerville, MA 02143

If to TOB: Town of Brookline
Melvin Kleckner, Town Administrator
333 Washington Street
Brookline, MA 02445

With copies to: Town Counsel
Town of Brookline Office of Town Counsel
333 Washington Street, 6th Floor
Brookline, MA 02445

If to COE: City of Everett
Mayor Carlo DeMaria
484 Broadway
Everett, MA 02149

With copies to: Colleen Mejia
City Solicitor
City of Everett
484 Broadway
Everett, MA 02149

and: Jay Monty
Transportation Planner
City of Everett
484 Broadway
Everett, MA 02149.

If to Lyft: Lyft Bikes and Scooters, LLC

Attn: TBS Legal
185 Berry Street, Suite 5000
San Francisco, CA 94107

SECTION 24.0 MISCELLANEOUS

24.1. Survival. All provisions of this Agreement that by their terms survive the expiration or any termination of this Agreement, together with all other provisions of this Agreement that may be reasonably construed as surviving the expiration or any termination of this Agreement, shall survive the expiration or any termination of this Agreement.

24.2. Limitation of Liability. To the maximum extent permitted by any applicable law, in no event will any Party be liable to another Party in any manner whatsoever for any special, indirect, incidental, exemplary, punitive, aggravated or consequential damages, losses or liabilities (including without limitation lost profits or savings or goodwill) howsoever caused arising out of the obligations hereunder or otherwise relating to or in connection with this Agreement, whether in contract, tort (including negligence) or any other statutory or common law basis, notwithstanding that such Party has, or its directors, officers, employees, subcontractors, suppliers or agents have, been advised of the possibility of such damages, losses or liabilities.

24.3. Amendments. This Agreement may be amended at any time by agreement of the Parties. No amendment, change or modification to this Agreement shall be effective or enforceable unless it is in writing and executed by Lyft and the Municipal Leader of each Municipality.

24.4. Counterparts; Severability. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the remaining provisions shall remain in full force and effect. To the extent permitted by applicable law, any such provision will be restricted in applicability or reformed to the minimum extent required for such provision to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

24.5. Entire Agreement; Waivers. This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties; provided, however, that the Individual Contracts remain in full force and effect and each take precedence over this Agreement. No waiver of the provisions of this Agreement, or any breach thereof, shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, or shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

24.6. No Third-Party Beneficiary Status. The Parties do not intend this Agreement to confer any benefit or rights on any third party not a signatory hereto.

24.7. Assignment. Except as otherwise specified, the Parties shall not assign or transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of all Parties to this Agreement.

24.8. Dispute Resolution. The Parties shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising between the Parties arising out of or relating to performance or breach of this Agreement, or the economic relationship of the Parties hereto, whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law, or otherwise, promptly by negotiation between Parties.

24.9. Governing Law. This Agreement shall be governed exclusively by the internal laws of the United States and of the Commonwealth of Massachusetts applicable to contracts made, accepted and performed wholly within said Commonwealth, without regard to application of principles of conflict of laws. Any claim, suit or action arising under or relating to this Agreement may be brought only in courts located within said Commonwealth. The Parties hereby agree that such courts shall have exclusive personal and subject matter jurisdiction over any such claim, suit or action.

24.10. Construction; Incorporation. The headings of the articles, sections, and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof. All sections and article references are to this Agreement, unless otherwise expressly provided. As used in this Agreement, (a) "hereof", "hereunder", "herein" and words of like import shall be deemed to refer to this Agreement in its entirety and not just a particular section of this Agreement, and (b) unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number, words of the masculine gender shall include the feminine and neuter, and, when the sense so indicates, words of the neuter gender shall refer to any gender. The Parties acknowledge and agree that: (i) this Agreement is the result of negotiations between the Parties and shall not be deemed or construed as having been drafted by any one Party, (ii) each Party and its counsel have reviewed and negotiated the terms and provisions of this Agreement (including, without limitation, any exhibits attached hereto) and have contributed to its revision, (iii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and (iv) the terms and provisions of this Agreement shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

24.11. Relationship of the Parties. No Party or its employees shall, under any circumstances, be considered employees, servants, or agents of any other Party. At no time shall any Party, its employees, or agents, represent to any person or entity that such Party and its employees are acting on behalf of, or as agents of, any other Party or any of its employees. No Party will withhold payments to any other Party for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits such Party. No Party will provide another Party any insurance coverage or other benefits, including Workers' Compensation, normally provided by a Party for its employees. This Agreement does not constitute and shall not

be construed as constituting a partnership or joint venture or grant of a franchise between the Parties.

24.12. Authority. Each Party hereby warrants and represents to the other Party as of the Effective Date that (i) such Party has the legal power, right, and authority to enter into this Agreement and does not require the consent of any third party that has not been secured, and all requisite action (corporate, trust, partnership, membership or otherwise) has been taken by such Party in connection with entering into this Agreement and no further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required; (ii) the persons executing this Agreement on such Party's behalf have the legal power, right, and corporate authority to bind such Party to the terms and conditions of this Agreement; and (iii) this Agreement is a valid, legally binding obligation of and enforceable against such Party in accordance with its terms and execution of this Agreement by such Party will not cause a breach of any other agreement to which such Party is a party.

24.13. Failure or Delay in Performance; Force Majeure. No Party shall be held responsible for failure to perform its duties and responsibilities hereunder if such failure is due to a **"Force Majeure Event,"** which means a strike, fire, riot, rebellion, or other force or event beyond the control of such Party, that make performance impossible or illegal, unless otherwise specified in this Agreement; provided, however, that such Party (in order to not be held responsible for failure to perform) notifies the other Parties of such event within forty-eight (48) hours of its commencement.

24.14. Ethics in Public Contracting. This Agreement incorporates all local, state, and federal law, regulations and rules related to ethics, conflicts of interest, or bribery. Each Party certifies that any offer made hereunder is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

24.15. Remedies. The remedies available to the Parties in various sections of this Agreement shall be deemed to be in addition to, and not in limitation of, any other remedies either Party has or may have under applicable law or in equity arising out of or relating to this Agreement.

[Signatures on following page]

6.C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LYFT BIKES AND SCOOTERS, LLC

By: _____

Name:

Title:

Date: _____

CITY OF BOSTON:

By: _____
Name:
Title:

Date: _____

APPROVED AS TO FORM:

By: _____
Name:
Title:

Date: _____

6.C.

CITY OF CAMBRIDGE:

By: _____
Name:
Title:

Date: _____

APPROVED AS TO FORM:

By: _____
Name:
Title:

Date: _____

CITY OF SOMERVILLE:

By: _____
Name:
Title:

Date: _____

APPROVED AS TO FORM:

By: _____
Name:
Title:

Date: _____

TOWN OF BROOKLINE:

By: _____
Name:
Title:

Date: _____

APPROVED AS TO FORM:

By: _____
Name:
Title:

Date: _____

CITY OF EVERETT:

By: _____
Name:
Title:

Date: _____

APPROVED AS TO FORM:

By: _____
Name:
Title:

Date: _____

6.C.

Exhibit A

Title Sponsorship Branding Template

See attached.

6.C.

Exhibit B

System Style Guide

One Day Temporary Alcohol license

Applicant: Karen Hasenfus
DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

A Temporary Wine and Malt Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, October 29, 2021 for Annual Club Dinner 6:00PM – 11:00PM at 15 Newton Street. 100 people expected to attend

Report:

Police Department (Pending)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police
FROM: Melvin Kleckner, Town Administrator
RE: Temporary - One Day Alcohol License
DATE: October 20, 2021

May we please have a report on the attached request for:

A Temporary **Wine and Malt** Beverages Non Sales License to The Larz Anderson Auto Museum to be held on Friday, October 29, 2021 for Annual Club Dinner 6:00PM – 11:00PM at 15 Newton Street. 100 people expected to attend.

This application will go before the Board on **October 26, 2021**. May we please have the report no later than **October 22, 2021**.

Thank you.

TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON SALES /WINE & BEER ONLY)

Date October 20, 2021

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Annual Club Dinner
 (state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
 (Name of Person or Organization)

15 Newton Street , Brookline MA 02445
 (Address of Person or Organization)

On the 29th day of October, 2021

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

4 cases each wine and beer

2) What is the maximum number of people to attend? 100

3) What is the age group of people to attend? 525

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

6.D.

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Johnny Burke Catering (617.312.1408)

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Sylvia Passley Harris	Clyde St.	Brookline MA	05/26/1955
Karen Hasenfus	74 Main Street	Medfield MA	09/29/1954
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547 (617) 283-7265

Email Address: khasenfus@larzanderson.org feonapassley@hotmail.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol-related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Karen H Hasenfus

Name Printed

Operations and Events Manager

Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445

Address

(617) 522-6547

Telephone number(s)

khasenfus@larzanderson.org

Email address(es)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Everett & Sons Ins. Agency 76 Weston Street Waltham, MA 02453	CONTACT NAME: PHONE (A/C, No, Ext): 781-893-0885 FAX (A/C, No): 781-893-1489 E-MAIL ADDRESS:																					
INSURED Stork Meals LLC Attn: John Burke 168 Spring St West Roxbury, MA 02132	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Nautilus Insurance Company</td><td></td></tr> <tr> <td>INSURER B :</td><td>Illinois Union Ins Co</td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Nautilus Insurance Company		INSURER B :	Illinois Union Ins Co		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			NN1040559	11/11/20	11/11/21	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			LQRMAF145709504-003	12/06/20	12/06/21	Each Occurrence 1,000,000 General Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Catering Services

For an event to take place at the Larz Anderson Auto Museum on Friday October 29, 2021

CERTIFICATE HOLDER

CANCELLATION

TOWN OF BROOKLINE
 333 WASHINGTON STREET
 BROOKLINE, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 CURT EVERETT JR

Certificate of Completion

This Certificate of Completion of
eTIPS Concessions 3.0
For coursework completed on September 2, 2021
provided by Health Communications, Inc.
is hereby granted to:

Crista Graves

Certification to be sent to:

**Johnny Burke Catering
35 Waterston Ave Apt 17
Quincy MA, 02170-3402 USA**

H-I





MARK P. MORGAN
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

TO: Acting Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 22 October 2021

RE: Temporary Wine and Malt Beverage – One Day Permit – Non-Sales – 10/29//2021
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Operations and Events Manager Karen Hasenfus, has applied for a Section 14 One Day Permit for Wine and Malt Beverages for an Annual Club Dinner to be held on Friday, October 29th, 2021, from 6:00 PM to 11:00 PM.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 100 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Johnny Burke Catering, (617) 312-1408, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,
Lt. Michael P. Murphy #31



COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. 19-0361

107-111 CYPRESS STREET REALTY
TRUST, HENRY R. LEWIS, TRUSTEE,

Plaintiff,

v.

TOWN OF BROOKLINE,

Defendant.

SETTLEMENT AGREEMENT

The parties, having convened a mediation this day before J. Owen Todd, hereby agree as follows:

1. Plaintiff 107-111 CYPRESS STREET REALTY TRUST, HENRY R. LEWIS, TRUSTEE, agrees to accept total consideration of \$4,100,000.00 above the pro tanto in new money, in full and final settlement of all matters arising out of the taking by eminent domain on January 31, 2018 of the property known and numbered, 107-111 Cypress St., Brookline, MA.

2. The sum of \$4,100,000.00 in settlement is in addition to the sum of \$15,900,000.00 paid pro tanto, of which the Plaintiff hereby acknowledges receipt.

3. Plaintiff agrees to execute a release in form and substance agreeable to counsel which shall be held in escrow by counsel for the Town of Brookline until payment is made as set forth herein.

4. Representatives of the Town including Associate Town Counsel Jonathan Simpson, and Special Counsel John S. Leonard, agree to recommend to all necessary town boards, committees and commissions, the acceptance of this settlement in the amount referenced in paragraph 1, as full and final payment for the taking of the property referenced above.

5. Representatives of the Town including Associate Town Counsel Jonathan Simpson, and Special Counsel John S. Leonard, will work to have the matter considered by said town boards, committees and commissions as reasonably and expeditiously as possible.

6. In the event the matter set forth herein are considered and approved, payment to the Plaintiff by the Town is to be made on or before February 1, 2022. If payment is made after February 1, 2022, the parties agree the settlement amount shall be \$4,150,000.00.

TOWN OF BROOKLINE,

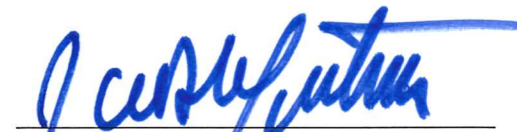
107-111 CYPRESS STREET REALTY
TRUST, HENRY R. LEWIS, TRUSTEE,

By its Attorneys,

By its Attorneys,



John S. Leonard (BBO# 293980)
LAW OFFICES OF
JOHN S. LEONARD, LLC
One Boston Place, Suite 2600
Boston, MA 02108
Tel.: 617-419-7109
E-mail: jsl@jsleonardlaw.com

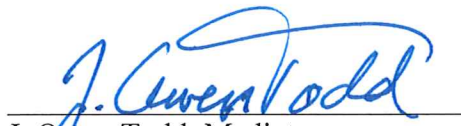


James D. Masterman (BBO# 324000)
GREENBERG TRAURIG, LLP
One International Place, Suite 2000
Boston, MA 02110
Tel.: (617) 310-6284
Fax: (617) 310-6001
E-mail: mastermanj@gtlaw.com



Jonathan Simpson (BBO #660841)
Town of Brookline
Town Counsel's Office
333 Washington St.
Brookline, MA 02445

MEDIATOR



J. Owen Todd, Mediator
Todd and Weld LLP
One Federal St.
Boston, MA 02110

Dated: September 29, 2021



BROOKLINE COMMISSION ON DISABILITY

James Miczek, Deputy Chairperson.....	2021
Henry Winkelman.....	2020
Myra Berloff.....	2020
Jim Lee.....	2022
Robert Heist.....	2018
Ann Kamensky.....	2018
Joan Mahon.....	2017
Elaine Ober.....	2017
Miriam Aschkenasy, Select Board Member Representative	

NEW APPLICANTS

- Shonali Gaudino interviews for appointment 6/22/21**
- Elizabeth Schaffer applies for appointment 10/22/21**
- Shawn O’Neal applies for appointment 10/22/21**

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Thu 10/21/2021 11:26 AM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Elizabeth Schafer
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Commission on Disability
What type of experience can you offer this Board/Commission?	see attached
What type of issue would you like to see this Board/Commission address?	see attached
Are you involved in any other Town activities?	see attached
Do you have time constraints that would limit your ability to attend one to two meetings a month?	I should be able to attend meetings.
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Elizabeth Schafer Commission on Disability application.pdf

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Elizabeth Schafer, Commission on Disability application

What type of experience can you offer this Board/Commission?

Work experience: <https://www.linkedin.com/in/elizabethschafer/>

I'm a senior software engineer, and my focus is on developing and designing accessible websites. I've worked alongside accessibility consultants, and ended up getting involved with an online community of web accessibility specialists, many of whom have disabilities. I've spent years learning from people with disabilities to get a better understanding of how and why people might interact with devices in different ways, and I know that accessibility is a basic human right that we should all be fighting for.

Since accessible websites are so uncommon, I feel compelled to share knowledge and spread awareness. At my last job, I started a company-wide accessibility special interest group that had ~80 members from engineering, design, product, marketing, and customer success. We met monthly and the goal was to work together to figure out ways to embed accessibility into every part of the process. I've also written [blog posts](#) and gave a talk at an inclusive design conference to help teach other developers and designers how to get the details right when building accessible websites.

The talk I gave was titled "[Improve User Experience by Designing with Cognitive Differences in Mind](#)", and part of what I spoke about was how this affects me personally. I have ADHD, which means I have issues with executive function (seemingly easy tasks can sometimes be difficult to do), regulation of attention (I'm great at focusing, but have a hard time controlling what I'm focusing on), and poor working memory (most things have equal importance to me so nothing gets filtered out). I can usually work around these issues, but it wasn't until I was diagnosed a few years ago that I realized that I'm neurodivergent.

To summarize:

- **I'm great at making accessible websites**
- **I care deeply about disability rights and want to do more than the bare minimum**
- **I like to share knowledge to help make things more accessible for everyone**
- **I have ADHD which makes it easy for me to notice cognitive accessibility issues**

Elizabeth Schafer, Commission on Disability application

What type of issue would you like to see this Board/Commission address?

I'd love to see some **improvements to the Town website**, and I'm more than qualified to point you in the right direction with that!

The **ability to meet remotely is critical** for people with disabilities, and the state agrees since commissions on disability are allowed to fully meet remotely. I'm co-petitioner on two upcoming warrant articles attempting to remove the current policies that discriminate against people with disabilities, and that's something I'd want to continue fighting for until we can make it happen.

I'd also really like to find ways to **make Town Meeting more accessible** for everyone by default. There have been multiple times where I and others have been confused about what we're voting on, and we have an extremely short amount of time to figure it out and get our vote in. At the most recent Town Meeting, I reached out to the moderator asking if we could show [slides I had created](#) before each vote on a complicated warrant article. I wanted a clear and consistent way to notice when we were about to vote, what we'd be voting on, and what would happen next if we voted for or against the motion. (She was planning on using them, but I asked at the last minute and it's probably something that tech support would have to figure out.)

Are you involved in any other Town activities?

Town Meeting Member, Precinct 10; Redistricting Committee. I've also been involved some on the school side, helping out with the Ruffin Ridley Equity PAC and the Science Fair last year.

Do you have time constraints that would limit your ability to attend one to two meetings a month?

I should be able to attend the meetings.

Thank you for your consideration!



**Housing Advisory Board
(As of 10/22/21)**

MEMBERS:

Roger Blood, Chair.....Term expires 2023

Rita McNally, Tenant Representative.....Term expires 2022

Pam GoodmanTerm expires 2022

Jonathan Klein.....Term expires 2023

Jennifer Raitt.....Term expires 2022

Ginny Vaz.....Term expires 2023

There are 2 vacancies

Steven Heikin, Planning Board Representative

Michael Jacobs, Housing Authority Representative

Heather Hamilton, Select Board Representative

Recent Activity:

Stephen Pratt Otto interviews for appointment 8/25/20

Rebecca Mautner interviews for appointment 9/3/20

Pam Goodman interviews for appointment 9/3/20

Amelia Pease interviews for appointment 9/3/20

Lynne Sweet interviews for appointment 9/8/20

Jennifer Raitt interviews for reappointment 9/8/20

Deborah Brown interviews for appointment 9/29/20

Rita McNally interviews for reappointment 10/6/20

Ginny Vaz applies for appointment 9/14/21

Roger Blood applies for reappointment 9/28/21

Jonathan Klein applies for reappointment 9/28/21

Shawn O'Neal applies for appointment 10/26/21

9.B.

*term if reappointed

Online Form Submittal: Board/Commission Application Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Mon 10/18/2021 2:12 PM

To: Devon Fields <dfields@brooklinema.gov>; Ben Vivante <bvivante@brooklinema.gov>

Board/Commission Application Form

Please use this form to apply for one of the [open Board/Commission positions](#). We welcome your application and will respond to you quickly.

Name	Shawn O'Neal
Address	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Application for specific Board/Commission?	Yesabd
What type of experience can you offer thi Board/Commission?	I'm a long programs for children and other programs are needed in my commuunity
What type of issue would you like to see this Board/Commission address?	A fresh and new outlook issues pertaining to the town
Are you involved in any other Town activitie ?	Not at this time
Do you have time constraints that would limit your ability to attend one to two meetings a month?	No
IF RELEVANT, YOU CAN ATTACH OTHER MATERIALS (RESUME, NEWSPAPER, MAGAZINE, OR JOURNAL ARTICLE, ETC.)	Field not completed

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TOWN of BROOKLINE
Massachusetts
Department of Public Works

Erin Chute Gallentine
Commissioner

MEMORANDUM

TO: Select Board

FROM: Todd M. Kirrane
Transportation Administrator

DATE: October 26, 2021

SUBJECT: Soofa Sign Pilot Program & Agreement Renewal

In August 2019, the Select Board approved a pilot agreement with Changing Environments, Inc. (dba Soofa) to install and maintain 23 of their solar powered electronic displays in the four commercial districts of Brookline Village, Coolidge Corner, St. Mary's, and Washington Square. The Soofa sign is best described as a stand-alone, solar-powered, electronic, visual, neighborhood-based, ad-funded social media platform with free and paid posting available to the Town, businesses, and other community organizations within the surrounding neighborhoods. It essentially acts as a digital community bulletin board aimed at letting pedestrians passing by know what's going on or is available in the area around them. The back of the sign includes a fixed poster that includes wayfinding information and interesting facts about Brookline, as a community, and is sponsored content by main advertisers. To date the two main advertisers have been Brookline Bank and Lantern. In addition to Town staff, the initial installation and pilot program was supported by Economic Development Advisory Board, the Pedestrian Advisory Committee, the Chamber of Commerce, the Coolidge Corner Merchants Association, and the Brookline Arts Commission.

The locations were reviewed and selected through a collaborative effort involving staff from Transportation, Economic Development, and ADA offices. The Pilot Agreement included language ensuring that the Town-supplied content was guaranteed a minimum of 20% of total available screen time. Additionally, it included a revenue share, once initial start up and operating costs were covered, between the Town and Soofa. The content submitted by the Town and Arts Council has logged hundreds of hours of advertising time for meetings, surveys, census reminders, and events. This tool for public dissemination of information was particularly useful throughout the peak COVID pandemic messaging with Soofa providing useful templates for easy input by our Health Department staff that allowed us to quickly and efficiently inform the public of changing conditions in the Town's response. Additional, unseen benefits to the Town includes access to the collection and sharing of pedestrian count data along our main corridors helping staff develop projects and plans to better accommodate pedestrian usage of the public way.

Attached for your consideration is the proposed 2-year renewal contract between the Town and Soofa. Like the pilot agreement, this language was reviewed and approved by Town Counsel's office.



10.A.

General Services Renewal Agreement for Soofa Sign

Town of Brookline and Changing Environments, Inc.

10/14/2021

SUMMARY

Product	Soofa Sign
Units	24
Upfront price per unit	\$0
Annual Cost per unit	\$0
Total	\$0

1. OVERVIEW

Hardware product overview: Soofa Signs are 100% solar powered and wirelessly connected via cellular network. Just four square feet of sidewalk space required; four bolts into the ground and 30 minutes to install to run a real time communication platform.

Software product overview: Web based content management system called Soofa Talk (www.soofatalk.com). Allows your team to post content anytime to your signs by neighborhood.

Screen content: The 42" electronic paper screen displays rotating local, relevant content shared by TOWN OF BROOKLINE, local businesses, and the public, alongside customized applets. Changing Environments manages and reviews all content before it goes live on the Sign.

Scope & Cost: This agreement covers the following product deliverables: renewal of \$0/sign for 24 signs (\$0 total), locations agreed upon with TOWN OF BROOKLINE; content management and restrictions; sensor integration and data collection; and net revenue share. Revenue share will be 20% with TOWN OF BROOKLINE after Soofa has recouped all initial investment and maintenance costs.

Term: As a renewal agreement to the 2-year pilot term between TOWN OF BROOKLINE and Changing Environments, the Agreement will begin on [Effective Date: 11/01/2021] and will run for two (2) years. The Agreement will automatically renew for two (2) additional years unless either party withdraws from the agreement with at least 90 days written notice prior to the end of the current term.

Ownership: All Soofa Signs constructed, installed, and maintained, including embodied intellectual property, shall remain the ultimate ownership of Changing Environments. Changing Environments will also manage the content administrator role. Changing Environments will perform regular maintenance and cleaning on the TWENTY FOUR (24) signs installed in TOWN OF BROOKLINE.

Sensor Integration & Data Collection: Sensor integration for data collection via proprietary sensor for accurate revenue reporting. No personally identifiable information will be collected and any data produced as part of this program remains the property of Changing Environments. TOWN OF BROOKLINE will be provided access to reporting through SoofaTalk.com and provision of the sensor data, reports, or derivative works thereof to third parties for any purposes is prohibited.

2. INSTALLATION / REMOVAL / LOCATION

Installation, removal and location change is solely the responsibility of Changing Environments unless explicitly granted in writing. Shall TOWN OF BROOKLINE remove or relocate a Soofa Sign without Changing Environment's approval, TOWN OF BROOKLINE assumes full responsibility of the hardware and any related accidents or liability. In the event of a Sign relocation requested by TOWN OF BROOKLINE or TOWN OF BROOKLINE subcontractor, Soofa may withhold the associated relocation, installation and storage fees from its quarterly revenue share paid to the City.

3. SPONSORED & RESTRICTED CONTENT

Changing Environments will actively seek digital and static advertisement participation from businesses and institutions throughout the duration of this Agreement and retains exclusive responsibility for procurement. TOWN OF BROOKLINE will be entitled to 20% of net revenues after Changing Environments has recouped all initial costs and may not sell, license, or solicit paid partnerships. TOWN OF BROOKLINE will have no decision making authority over the businesses and/or institutions that statically or digitally advertise on the Sign. Revenue share will be paid out quarterly to TOWN OF BROOKLINE.

Changing Environments retains exclusive responsibility for the procurement and maintenance of paid content sponsors (advertisers) for 80% of the airtime through Soofa Talk for the Soofa Signs. TOWN OF BROOKLINE cannot sell in part or in whole their 20% reserved digital airtime through Soofa Talk.

Changing Environments retains the ultimate right to review all content before it is live and reserves the right to reject any advertisement which is in violation of any law, false, misleading or deceptive, or contrary to community standards. TOWN OF BROOKLINE agrees to Changing Environment's Privacy Policy in the use of SoofaTalk.com.

The intention of the Soofa Sign is to promote local healthy community content. Political, violent, discriminatory, unlawful, infringing, hateful, pornographic or sexually inappropriate images, text or other content will not be posted on the Soofa Signs at any time. Any advertisement which is in violation of any law, or is false, misleading or deceptive, shall be prohibited. Soofa, via the CMS and their respective advertising contracts, will reserve the right to reject and remove any such advertisement at its sole discretion. Soofa retains final responsibility to review all content uploaded before going live.

In the event that content does not appear to meet the standards listed herein at the sole discretion of TOWN OF BROOKLINE, TOWN OF BROOKLINE must provide written notice to Soofa regarding the content in question. When deemed to be non-compliant, content will be removed from display as soon as administratively feasible, but in no case longer than 4 hours from written notice

4. INSURANCE

Soofa shall purchase and maintain, at its expense and during the term of this MOA, all insurance required by Brookline and the applicable laws of the Commonwealth of Massachusetts, including the insurance set forth below. These requirements shall not limit the liability of Soofa, or its insurers.

Insurance will be issued by companies licensed to write such insurance in their domicile state and in the Commonwealth of Massachusetts, and with a current "Best's Insurance Reports" rating A-VII or above. Soofa shall submit to Brookline, prior to work being performed, insurance certificates on Acord Form 25 including evidence of all requirements listed below. Renewal certificates will be delivered to Brookline no later than thirty (30) days prior to expiration of the policy for the preceding year.

Throughout the term of the pilot, Soofa shall maintain the following insurance which shall name Brookline as an additional insured:

- Commercial General Liability for with limits of one million (\$1,000,000) dollars per occurrence, including Premises/Operations, Products/Completed, Operations Liability, Contractual, Broad Form Property Damage, and Personal/Advertising Injury for one million (\$1,000,000) per occurrence and one million (\$1,000,000) annual aggregate.
- Workmen's Compensation insurance as may be reasonably necessary and required to protect the contractor under General Laws c.152 (the Workmen's Compensation Law), including employer's liability limits of five hundred thousand (\$500,000) dollars per accident for bodily injury or disease.
- Commercial General Liability insurance will be maintained for one year after termination of the pilot.
- Within 30 days of execution of this Agreement, Soofa will furnish Certificate(s) of Insurance for the policies described above to Brookline, who shall be named as an additional insured on such Certificate(s).

5. INDEMNIFICATION

Soofa agrees to indemnify, defend and save harmless the TOWN OF BROOKLINE, its officials and employees, harmless from and against all claims of whatever nature arising from the installation and/or maintenance of the Soofa Signs.

6. OPERATIONAL RESPONSIBILITIES

Soofa shall:

(a) obtain, at its own cost and expense, all municipal and governmental approvals, licenses, permits and certificates; comply with all laws, statutes, rules and regulations; and pay any and all applicable taxes, fees and expenses as may be required by any governmental authority, etc.;

(b) keep and maintain the Soofa Signs and surrounding areas, including any equipment installed therein or thereabout, neat, clean, free of debris and trash and in good order and repair and in an attractive and clean condition in accordance with the general character of the property, and shall further comply with all applicable rules and regulations pertaining to the installation of signage and lighting in TOWN OF BROOKLINE.

(c) pay all costs, expenses and damages (including legal fees) incurred by TOWN OF BROOKLINE in connection with any default by Soofa or any action or proceedings between TOWN OF BROOKLINE and Soofa arising out of or by reason of this Agreement or to enforce the provisions Hereof.

7. NONPERFORMANCE

Notwithstanding anything to the contrary contained herein, if Soofa fails to observe any term or condition of this Agreement, TOWN OF BROOKLINE'S representatives and employees shall have

10.A.

the full right of self-help, performing any and all acts which Soofa is otherwise required to do under this Agreement; and all costs and expenses thus incurred shall be promptly reimbursed by Soofa to TOWN OF BROOKLINE. If Soofa does not promptly remove the Soofa Signs and related components upon the termination of this Agreement, TOWN OF BROOKLINE may remove the same and shall not be responsible to the Soofa for the cost or disposition of such items.

8. **TERMINATION**

The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) calendar days' written notice in the event of substantial failure by the other party to perform in accordance with terms through no fault of the terminating party.

9. **AGREEMENT**

This agreement represents the full understanding between both parties and addendums may be added that either supplement or supersede existing terms, due to expansion of scope or related activities, only if agreed upon by both parties in writing.

10. **ACCEPTANCE**

Changing Environments, Inc.

Company Name

Holly McKenna

Full Name

VP

Title

Signature

Date

TOWN OF BROOKLINE

Full Name

Title

Signature

Date

BILLING ADDRESS

Please provide:

Billing Name: _____

Bill Address: _____

Billing Email : _____

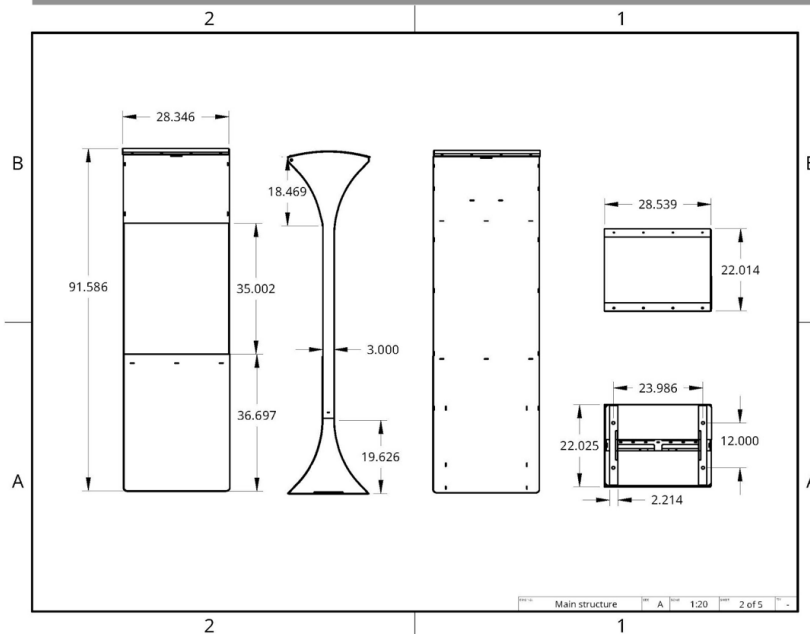
REVENUE SHARE CHECK

Please provide:

Name for check to be addressed to: _____

Address for check to be sent to : _____

Name, Title, and Email for revenue share report : _____

EXHIBIT A – SIGN DESIGN**DIMENSIONS SOOFA SIGN & INSTALLATION**

All you need is a 8" long, 1/2" dia. adhesive anchored on top of threaded rods, min. 4" embedded in concrete. (Proposed Hilti HY 150 Injection Adhesive Anchors). The Soofa Sign is solar-powered and has its own cell service.

EXHIBIT B – DIGITAL CONTENT LAYOUT

The Soofa Sign electronic paper display shares content uploaded by TOWN OF BROOKLINE the public, and the local business community through Soofa Talk (www.soofatalk.com). This content is managed, approved, and curated exclusively by Changing Environments. TOWN OF BROOKLINE is entitled a minimum 20% of this digital airtime or 20% of screen real estate, whatever applicable.

Screen layouts will be determined by Changing Environments and may change during the term of the agreement.



EXHIBIT C – VINYL WAYFINDING DECAL**Digital Advertising and Sponsorship Allowed**

On the back of the Soofa Sign, a wayfinding vinyl decal is placed. TOWN OF BROOKLINE is entitled a 29 x 30 inches section starting 23 inches from the top of the display area for neighborhood wayfinding. Changing Environments reserves the right to use up part of the display area for instructional information on how to access Soofa Talk and post to the sign. Changing Environments will work to solicit paid advertisers as well as paid sponsorship from select businesses.

EXHIBIT D - RESTRICTED CONTENT

The intention of the Soofa Sign is to promote local healthy community content. Political, violent, discriminatory, unlawful, infringing, hateful, pornographic or sexually inappropriate images, text or other content will not be posted on the Soofa Signs at any time. Any advertisement which is in violation of any law, or is false, misleading or deceptive, shall be prohibited. Soofa, via the CMS and their respective advertising contracts, will reserve the right to reject and remove any such advertisement at its sole discretion. Soofa retains final responsibility to review all content uploaded before going live.

In the event that content does not appear to meet the standards listed herein at the sole discretion of TOWN OF BROOKLINE, TOWN OF BROOKLINE must provide written notice to Soofa regarding the content in question. When deemed to be non-compliant, content will be removed from display as soon as administratively feasible, but in no case longer than 4 hours from written notice.

Inflammables

Applicant: Kenwood Investments, LLC
Location: 20 Boylston Street

Application Details:

Application for Kenwood Investments, LLC, 20 Boylston Street
Brookline, MA, for the keeping, storage and use of 24 automobiles.

Report (Attached):

Fire Department (Pending inspection)
Building Department (Approved)

SELECT BOARD MEMORANDUM

TO: Daniel Bennett, Building Commissioner
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Storage of Inflammables

DATE: September 7, 2021

May we please have reports on the attached applications:

Applicant: Kenwood Investments, LLC

Locations: 20 Boylston Street

License Type: Inflammables

This application for an Inflammables License at 20 Boylston Street, MA, for the keeping, storage and use of 24 automobiles.

This application will go before the Board on **October 19, 2021**. May we please have the report no later than **October 12, 2021**?

Thank you.



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Daniel F. Bennett
Building Commissioner

INTEROFFICE MEMORANDUM

Date: September 7, 2021

To: Mel Kleckner
Town Administrator

From: Daniel Bennett
Building Commissioner

Re: 20 Boylston St – Storage of Inflammables

The Building Department is in receipt of your memo dated September 7, 2021 requesting a report on an application from Kenwood Investments, LLC, for keeping, storage and use of gasoline in tanks of 24 automobiles and motor oil.

The Building Departments has no objection to the application.

Tiffany Souza

From: David A Randolph
Sent: Tuesday, October 12, 2021 3:12 PM
To: Tiffany Souza; John F. Sullivan, Chief of Dept
Cc: Todd Cantor
Subject: Re: Request for Report - 20 Boylston Street - Inflammable

Hi Tiffany,

This building remains under construction and has not achieved occupancy yet. I would ask that we hold the approval of the fire department until such time as the life safety systems have been inspected and tested

Sincerely,

David Randolph
 Deputy Chief
 Fire Prevention Division
 Brookline Fire Department
 (617) 730-2266 (o)
<http://www.brooklinema.gov/fireprevention>

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, October 12, 2021 2:41 PM
To: David A Randolph <drandolph@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>
Subject: RE: Request for Report - 20 Boylston Street - Inflammable

Report reminder report due

Tiffany Souza

Administrative Assistant – Licensing



Town of Brookline | Select Board's Office
 333 Washington Street, 6th FL
 Brookline, MA 02445-6853
 ☎: (617) 730-2203 | 📠: (617) 730-2054

From: Tiffany Souza <tsouza@brooklinema.gov>
Sent: Tuesday, September 07, 2021 9:19 AM
To: Dan Bennett <dbennett@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; John F. Sullivan, Chief of Dept <jfsullivan@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>
Subject: Request for Report - 20 Boylston Street - Inflammable

Tiffany Souza



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

INFLAMMABLES
FUEL, OIL AND GASOLINE APPLICATION

Application must be filed with plans.

Must be advertised two weeks prior to the hearing. Ads \$10.50 check from application made payable to the TAB. Check and application submitted to the Select Board's Office

Once license is approved, Town Clerk handles renewal.

If any changes in capacity of tanks, must be approved by the Select Board.

No fee.

(Including Other Inflammable Materials)

Page: 93

11.A.


The plot plan of land must be drawn to scale and clearly show the following: Boundaries of the land to be licensed, all buildings or other structures situated or to be situated thereon, the use of which requires land to be licensed, and the distances from boundary lines; size of such buildings or other structures and occupancy thereof, and the material of which they are, or are to be constructed.

SPACE BELOW MAY BE USED FOR PLOT PLAN

PART I. ADMINISTRATION OF THE GOVERNMENT**TITLE XX. PUBLIC SAFETY AND GOOD ORDER****CHAPTER 148. FIRE PREVENTION**

Chapter 148: Section 38D. Notification of operation of underground storage tanks; enforcement; safety regulations

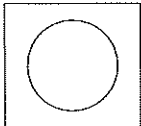
Section 38D. The department shall enforce the provisions of sections thirty-eight B through thirty-eight I, and may, subject to the provisions in sections thirty-eight B through thirty-eight I, take all action necessary and appropriate to secure to the commonwealth the benefits of subtitle I of RCRA, including without limitation, obtaining federal grants. The board may, from time to time, adopt, amend, or repeal regulations as it deems necessary to accomplish the following purposes: (1) prevent or remedy any condition in or about any underground storage tank which may tend to become a fire hazard or to cause a fire; or (2) which provide adequate safety requirements for the protection of the public in the event of a fire in or about any underground storage tank; or (3) provide for the safe storage, use, handling and manufacturing of regulated substance in or about any underground storage tank; or (4) protect public health, safety, and welfare, and the environment, from any release of a regulated substance from any underground storage tank; or (5) implement, administer, and enforce sections thirty-eight B through thirty-eight I.



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FAX 781.735.1005
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20 Boylston Street
Brookline, MA

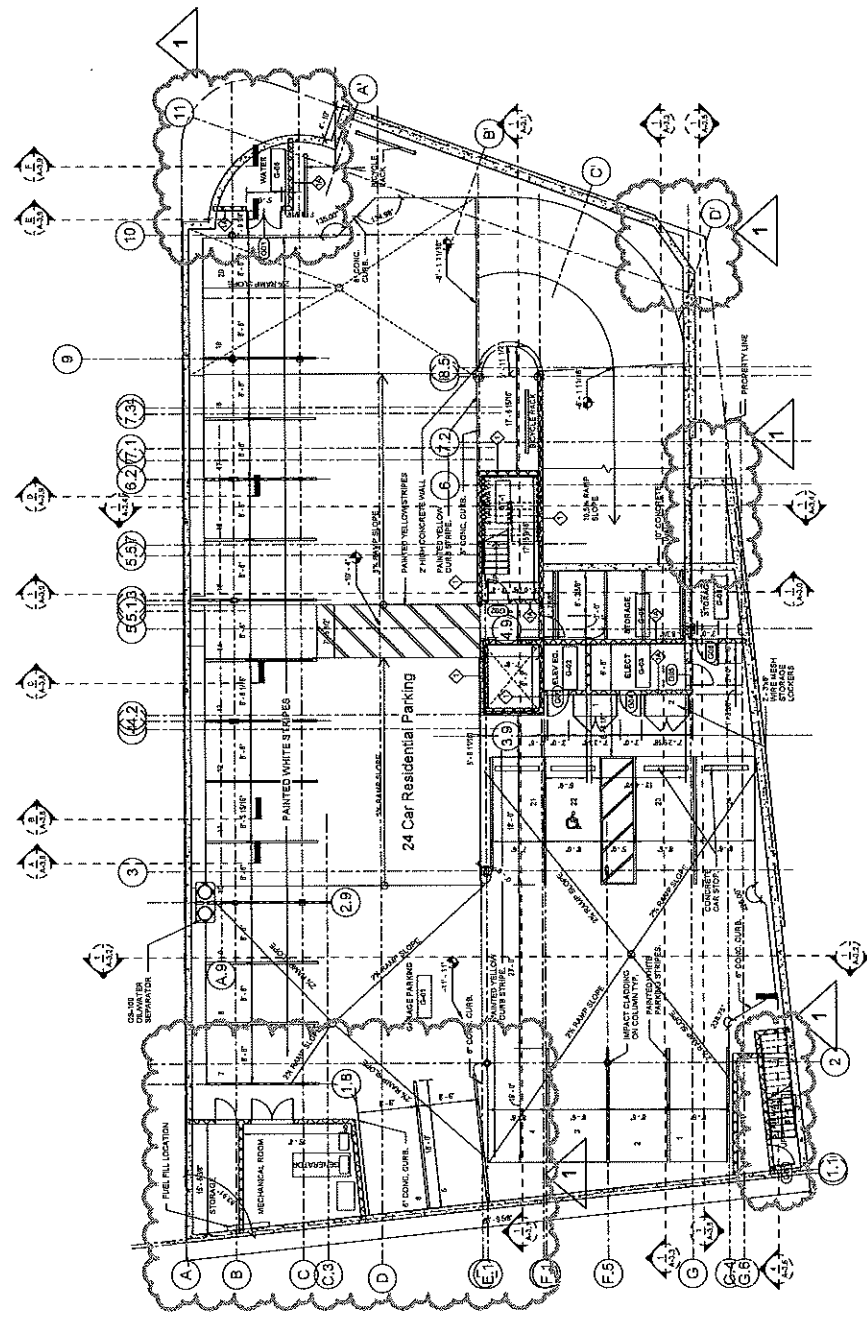
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8	10/1/2010	REVISED
9	10/1/2010	REVISED
10	10/1/2010	REVISED
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13	10/1/2010	REVISED
14	10/1/2010	REVISED
15	10/1/2010	REVISED
16	10/1/2010	REVISED
17	10/1/2010	REVISED
18	10/1/2010	REVISED
19	10/1/2010	REVISED
20	10/1/2010	REVISED

Garage Floor Plan

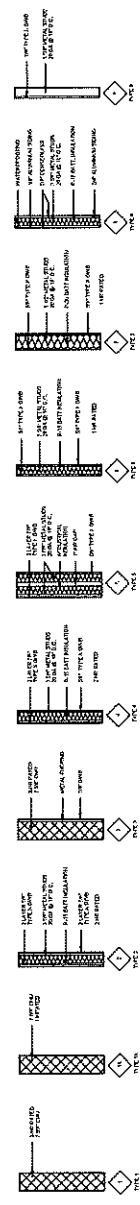
PROJECT NO. 1001010101
DATE: 10/1/2010
BY: D. HADDEN
FILE NO.

A-1.0

CONSTRUCTION SET

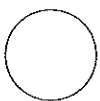


Garage Floor Plan
1/8" = 1'-0"



INTERIOR WALL TYPES
1/8" = 1'-0"

Brookline, MA



BARREN ASSOCIATES

AUTHORS • P. J. A. van der
Kamp

GARY W. HENDENALA

119 BRANFEE STREET

SUITE 209
MONTAIGNE, 111, 95100

POSITION, NAME OF CLUB

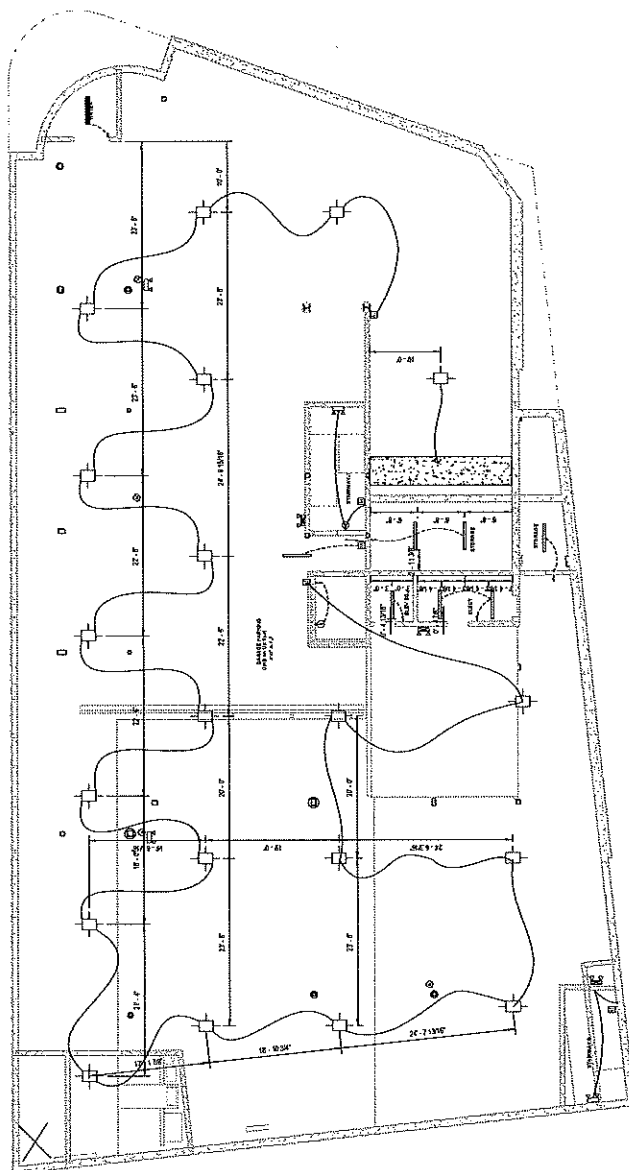
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


















































F 317 782 4063

[illegible]

444 1116
GARAGE
RCP

A-1.1




- | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|
|  | LED HIGH BAY PICTURE |  | MONITOR BINDER SWITCH |  | EXIT SIGN LIGHT AND BELL |  | EXIT SIGN |  | EMERGENCY PATH LIGHT |  | PESANT LIGHT FIXTURE |  | SURFACE LTO |  | PREFABRICATED RECESSED LIGHT FIXTURE |
|  | UNDER-CABINET LIGHT FIXTURE |  | CLOSET LIGHT FIXTURE |  | WALL-LIGHT LIGHT FIXTURE- 4\" data-bbox="60 550 100 650"/> |  | WATER RESISTANT LIGHT FIXTURE |  | WALL MOUNTED RECESSED LIGHT FIXTURE WITH REMOVABLE WINDOW |  | DOWNLIGHT TAILLIGHT |  | DOWNLIGHT RECEPTACLE- 110V MOUNTED AT 4\" data-bbox="60 150 100 250"/> |  | DOWNLIGHT RECEPTACLE- 110V MOUNTED AT 4\" data-bbox="60 50 100 150"/> |
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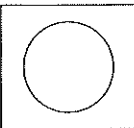
SYMBOL KEY

CONSTRUCTION SET

1 Garage Reflected Ceiling Plan
1/8" = 1'-0"



Heurden Associates
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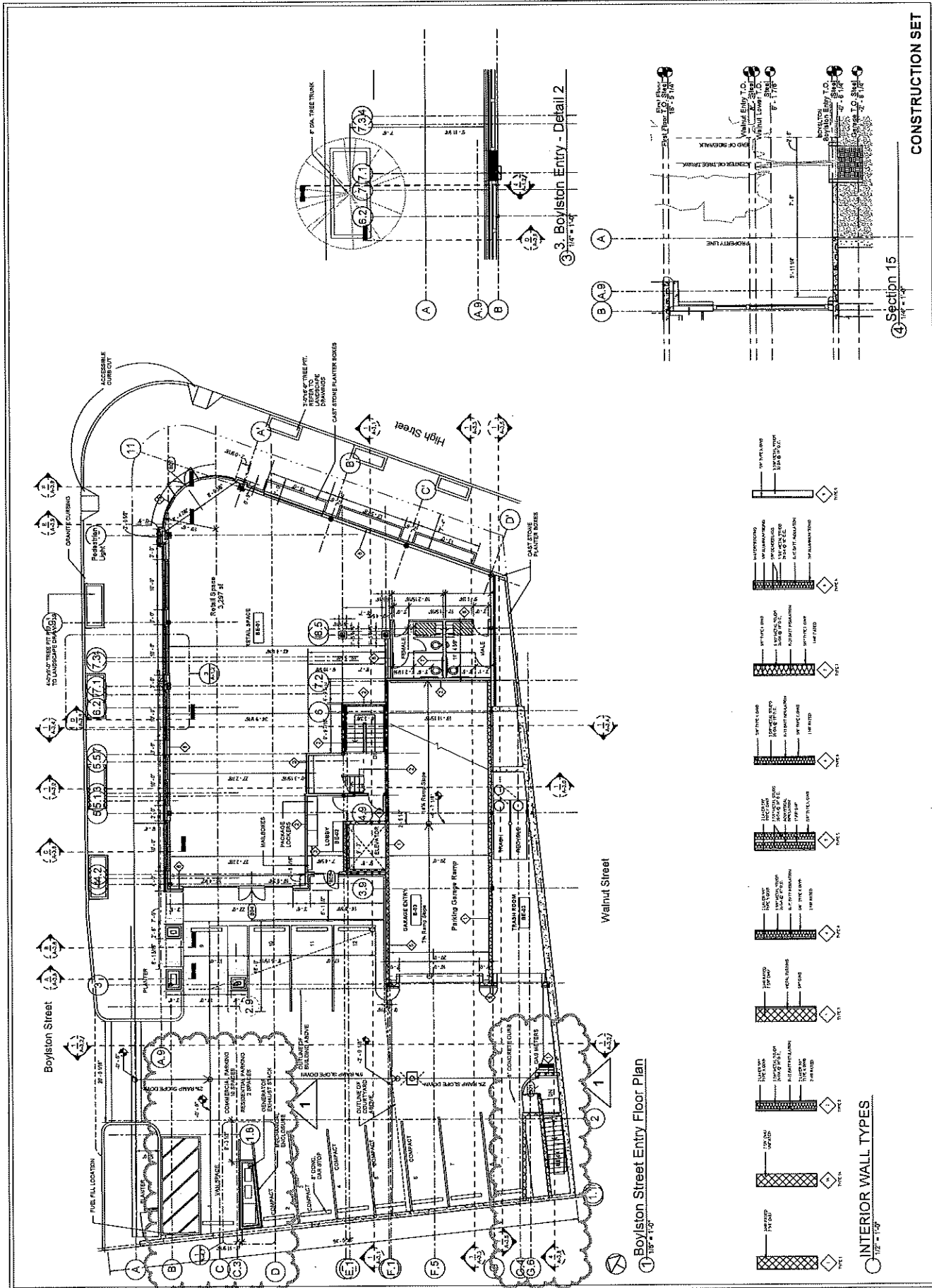
20 Boylston Street
Brookline, MA

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10/1/10	6
10/1/10	7
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10/1/10	9
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10/1/10	14
10/1/10	15
10/1/10	16
10/1/10	17
10/1/10	18
10/1/10	19
10/1/10	20

Boylston Street Entry

DATE: 10/1/10
DRAWN BY: S. MCDONALD
CHECKED BY: S. MCDONALD
DATE: 10/1/10

A-1.2



20 Boylston Street
Brookline, MA

[illegible]

SORT NAME:	BOYLSTON STREET ENTRY RCP
DATE:	06/25/2019
DRAWN BY:	B.WALSH
LIFE #1:	G.W.HENDREN
AGE 12:	
DWG. NO.:	

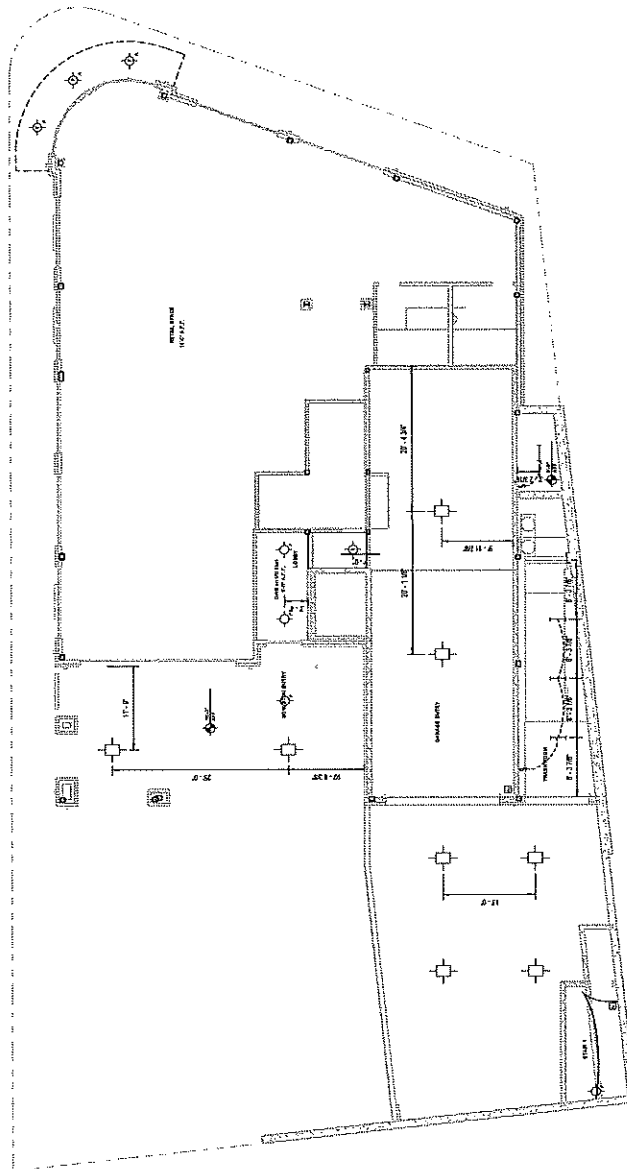
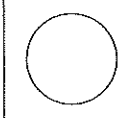
A-1.3























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BOSTON, MA 02134

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F 617 782 4050
ARCHITECT@HENDRENASSOCIATES.COM

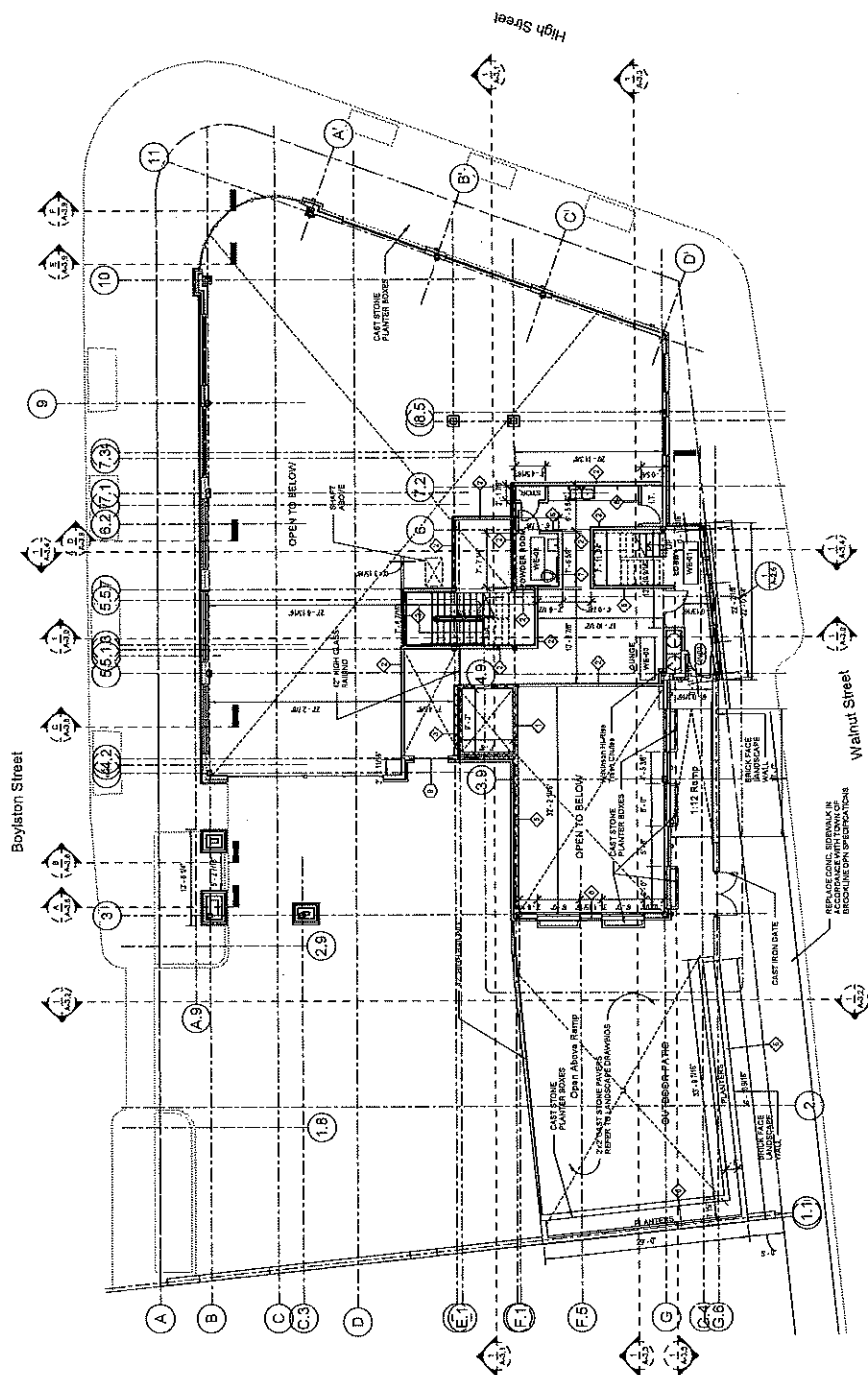


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|  | LED HIGH BAY FUTURE |  | MONITOR SENSOR SWITCH |  | EXIT SIGN WITH LIGHT AND BACKUP |  | EXIT SIGN |  | EMERGENCY PATH LIGHT |  | PENDANT LIGHT FUTURE |  | SURFACE INDO |  | FINE MESHED RECESSED LIGHT FUTURE |  | UNDER-CABINET LIGHT FUTURE |  | CLUSTER LIGHT FUTURE |  | WALL TILT LIGHT FUTURE - 4° AP |  | WALL WITH RECESSED LIGHT FUTURE |  | EXHAUST FAN LIGHT |  | DANGER RECEPTACLE - 150A
LOCATED AT 1° AP |  | DANGER RECEPTACLE - 150A
LOCATED AT 1° AP |  | SIGNAL RECEPTACLE - INTERMEDIATE
LOCATED AT 1° AP |  | 3-WAY SWITCH |  | JUNCTION BOX |  | INTRUSION DETECTOR |  | SMOKE ALARM
WITH BATTERY BACKUP |  | CARGO HANDRAIL
DETECTOR |  | WALL MOUNTED LIGHT FUTURE
AT 1° AP |
|---|---------------------|---|-----------------------|---|---------------------------------|---|-----------|---|----------------------|---|----------------------|---|--------------|---|-----------------------------------|---|----------------------------|---|----------------------|---|--------------------------------|---|---------------------------------|---|-------------------|---|--|---|--|---|--|---|--------------|---|--------------|---|--------------------|---|------------------------------------|---|----------------------------|---|---------------------------------------|

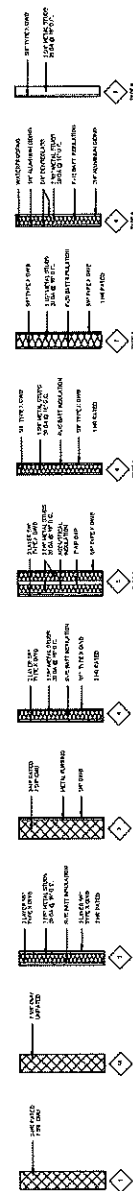
SYMBOL KEY

CONSTRUCTION SET


1. Boylston Street Entry Reflected Ceiling Plan



① Walnut Entry Floor Plan
1/8" = 1'-0"

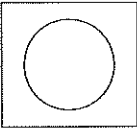


INTERIOR WALL TYPES



HADDEN ASSOCIATES
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SUITE 200
BOSTON, MA 02104
P 617 735 8400
F 617 735 8405
HADDEN@HADDENASSOCIATES.COM



20 Boylston Street
Brookline, MA

NO.	DATE	BY	REVISION
1	10/1/10	SA	ISSUED FOR PERMIT
2	10/1/10	SA	REVISED
3	10/1/10	SA	REVISED
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5	10/1/10	SA	REVISED
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PROJECT: WALNUT STREET ENTRY RCP

DATE: 10/1/10

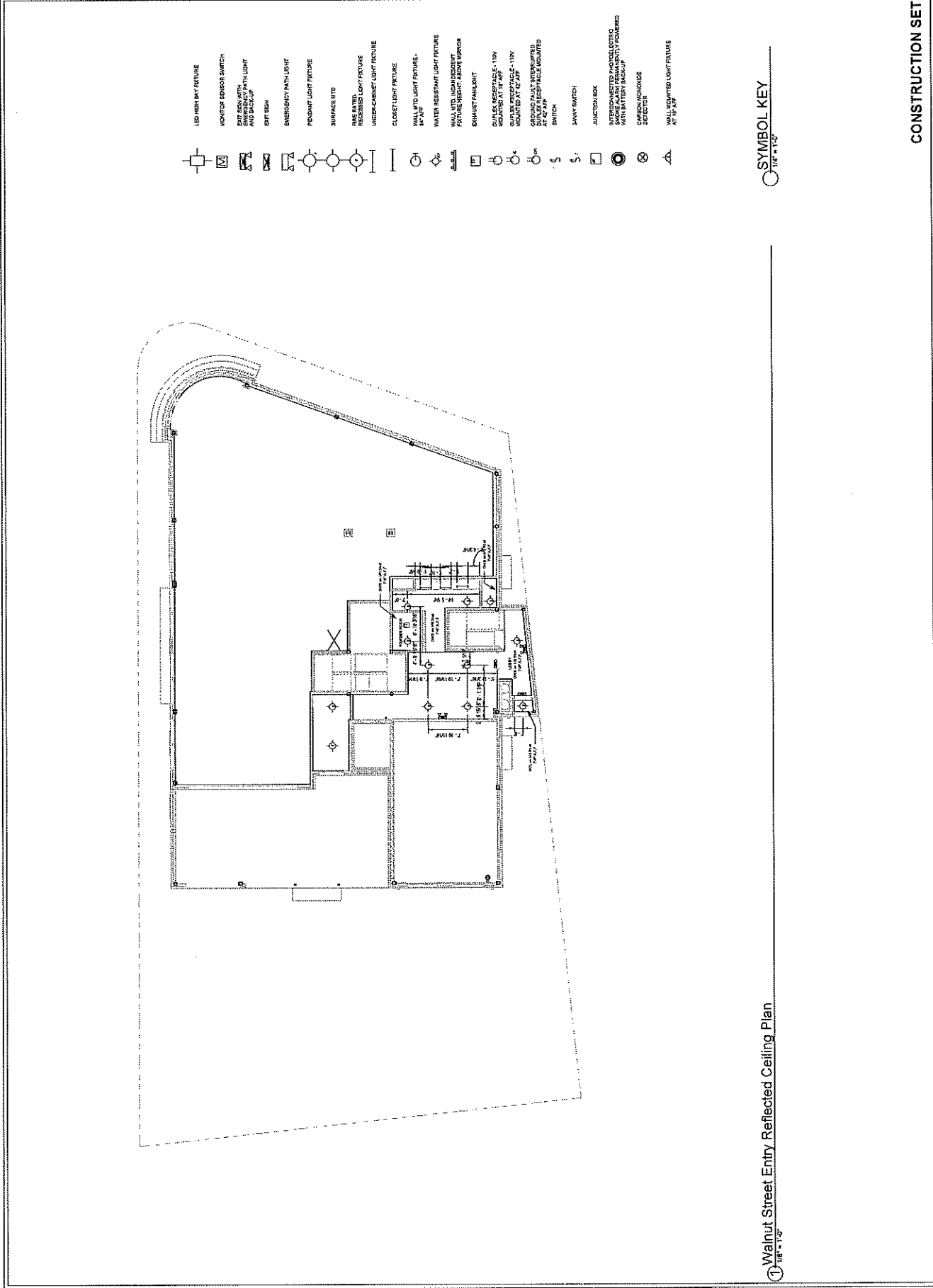
DESIGNED BY: SA

CHECKED BY: SA


DATE: 10/1/10

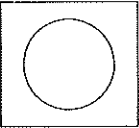
PROJECT NO.: A-1.5

SCALE: 1/8" = 1'-0"



CONSTRUCTION SET


HENDERSON ASSOCIATES
 ARCHITECTURAL ASSOCIATES
 PLANNING
 ARCHITECTURE
 DEVELOPMENT
 DESIGN
 111 BRANTLEY STREET
 SUITE 200
 BROOKLINE, MA 02146
 T 617 732 1000
 F 617 732 1003
 hendersona.com

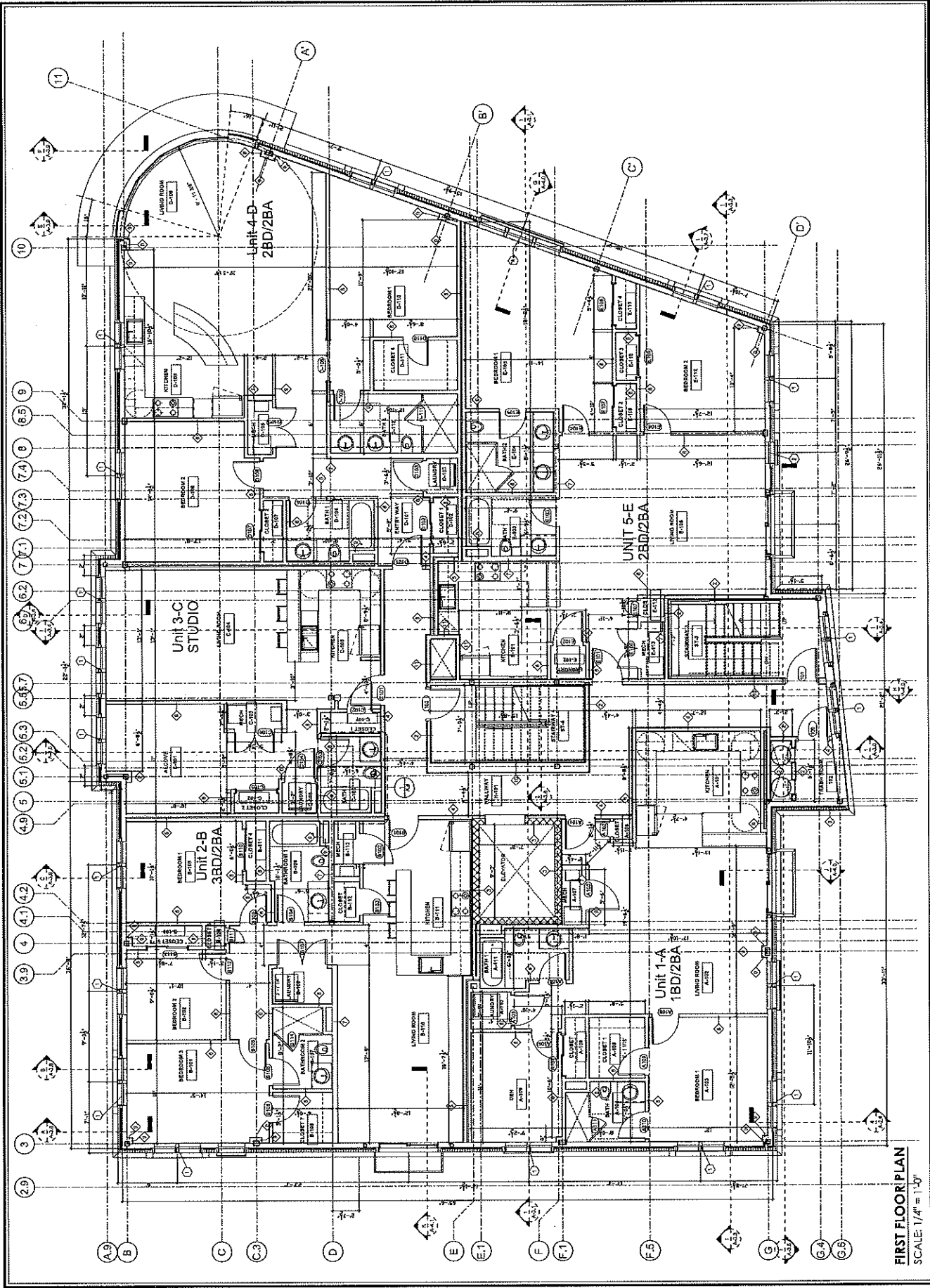


20 BOYLSTON ST
 BROOKLINE, MA


NO.	DATE	DESCRIPTION
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9	10/1/11	FOR REVIEW
10	10/1/11	FOR REVIEW
11	10/1/11	FOR REVIEW

SHEET FILE
FIRST FLOOR PLAN
 DATE: 10/1/11
 DRAWN BY: JAY & HENRI
 CHECKED BY: JAY & HENRI
 SCALE: 1/4" = 1'-0"

A-1.6



FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

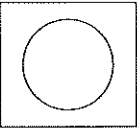


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F 617 267 8805
HAPPENASSOCIATES.COM



20 Boylston Street
Brookline, MA

NO. 1	DATE	BY
1	10/20/16	SH
2	11/20/16	SH
3	12/01/16	SH
4	01/05/17	SH
5	02/02/17	SH
6	02/02/17	SH
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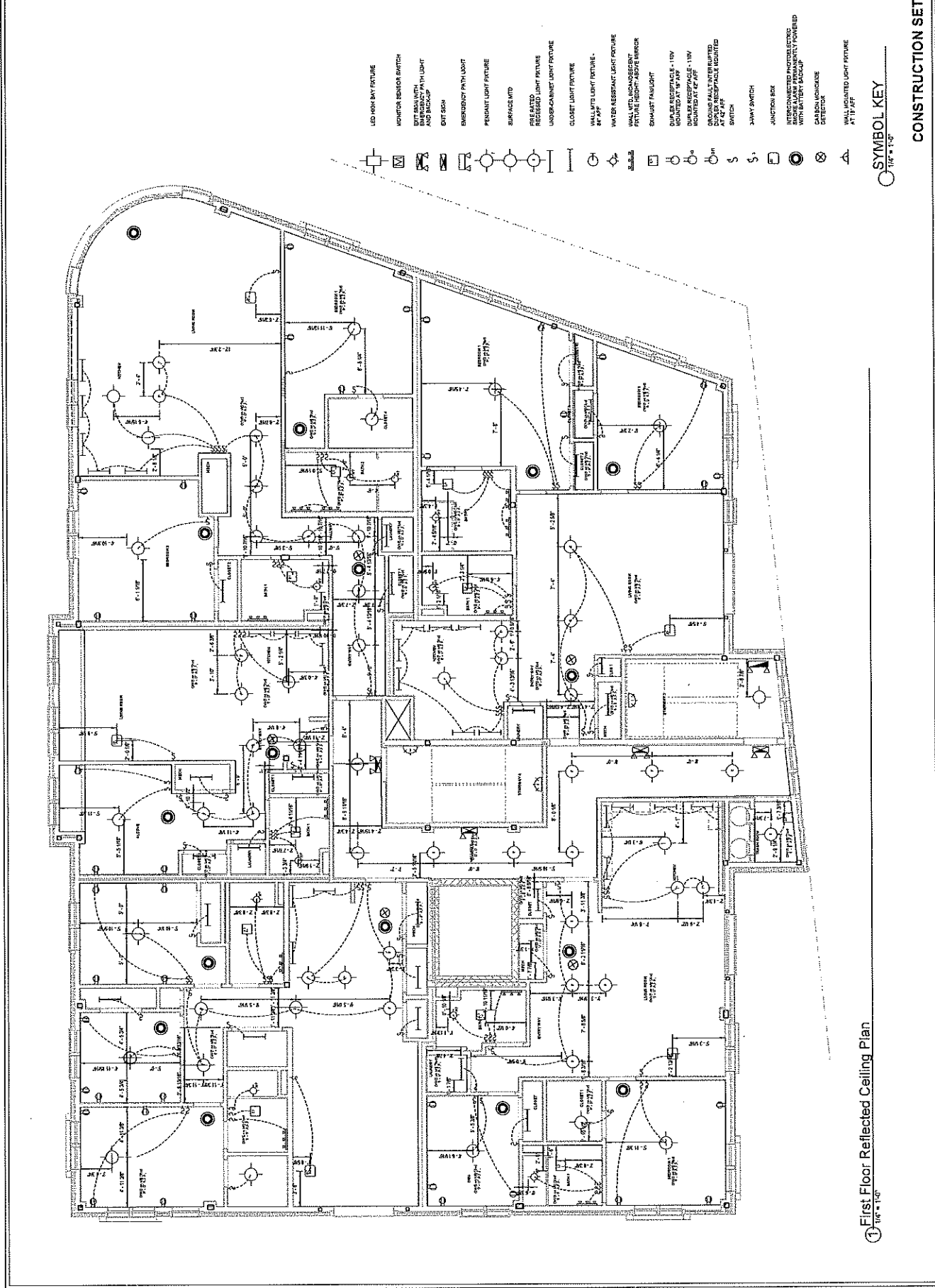
PROJECT: FIRST FLOOR RCP

DATE: 10/20/16

DESIGNER: SARAH HENDERSON, AIA

SCALE: 1/8" = 1'-0"

PROJECT NO.: A-1.7




SYMBOL KEY

1/8" = 1'-0"

CONSTRUCTION SET

1 First Floor Reflected Ceiling Plan
1/8" = 1'-0"

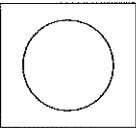


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PORTLAND, ME 04104

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F 207.754.1003
WWW.HENDRIASSOCIATES.COM



20 Boylston Street
Brookline, MA

NO.	REV.	DATE	DESCRIPTION
1	01/17/17	01/17/17	ISSUED FOR PERMIT
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19	02/01/17	02/01/17	REVISIONS
20	02/01/17	02/01/17	REVISIONS

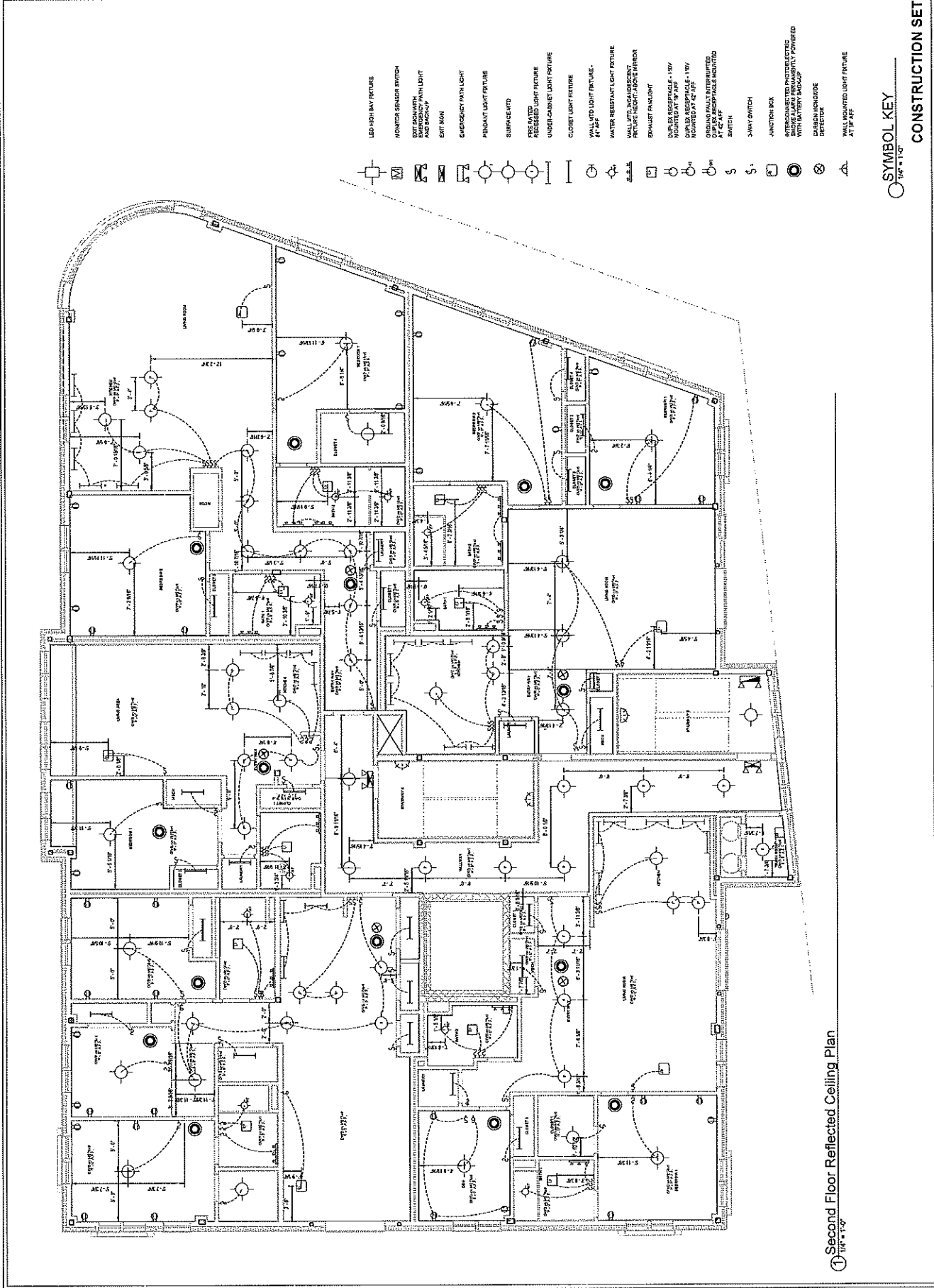
NO. 100

SECOND FLOOR

RCP

DATE: 01/17/17
DRAWN BY: J. HENDRI
CHECKED BY: J. HENDRI
SCALE: AS SHOWN

A-1.9



LED HIGH BAY FIXTURE

MONITOR SENSOR SWITCH

EXIT SIGN WITH PHOTO EYE LIGHT AND BACKUP

EXIT SIGN

EMERGENCY PATH LIGHT

PENDANT LIGHT FIXTURE

SURFACE A/D

FLUORESCENT RECESSED LIGHT FIXTURE

UNDER CABINET LIGHT FIXTURE

CLOSET LIGHT FIXTURE

WALL A/D LIGHT FIXTURE - 4'x4'

WATER RESISTANT LIGHT FIXTURE

WALL MTD. INCANDESCENT RECESSED LIGHT - 4'x4'

EXHAUST FAN LIGHT

NO. 10 RECEPTACLE - 120V MOUNTED AT 4'x4'

DUPLEX RECEPTACLE - 120V MOUNTED AT 4'x4'

GROUND FAULT INTERRUPTER (GFI) MOUNTED AT 4'x4'

SWITCH

SMALL SWITCH

JUNCTION BOX

INTERCOMMITTED INTERELECTRIC WITH BATTERY BACKUP

CARBON MONOXIDE DETECTOR

WALL MOUNTED LIGHT FIXTURE AT 4'x4'

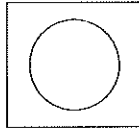
SYMBOL KEY
1/4" = 1'-0"

CONSTRUCTION SET

HENDERSON ASSOCIATES
ARCHITECTS & PLANNERS

PLANNING
ARCHITECTURE
DEVELOPMENT
ARCHITECT

CLARK & UNIVERSITY, MA
SUITE 200
BOSTON, MA 02116
TEL: 617.778.1000
FAX: 617.778.1000
www.hendersonassociates.com



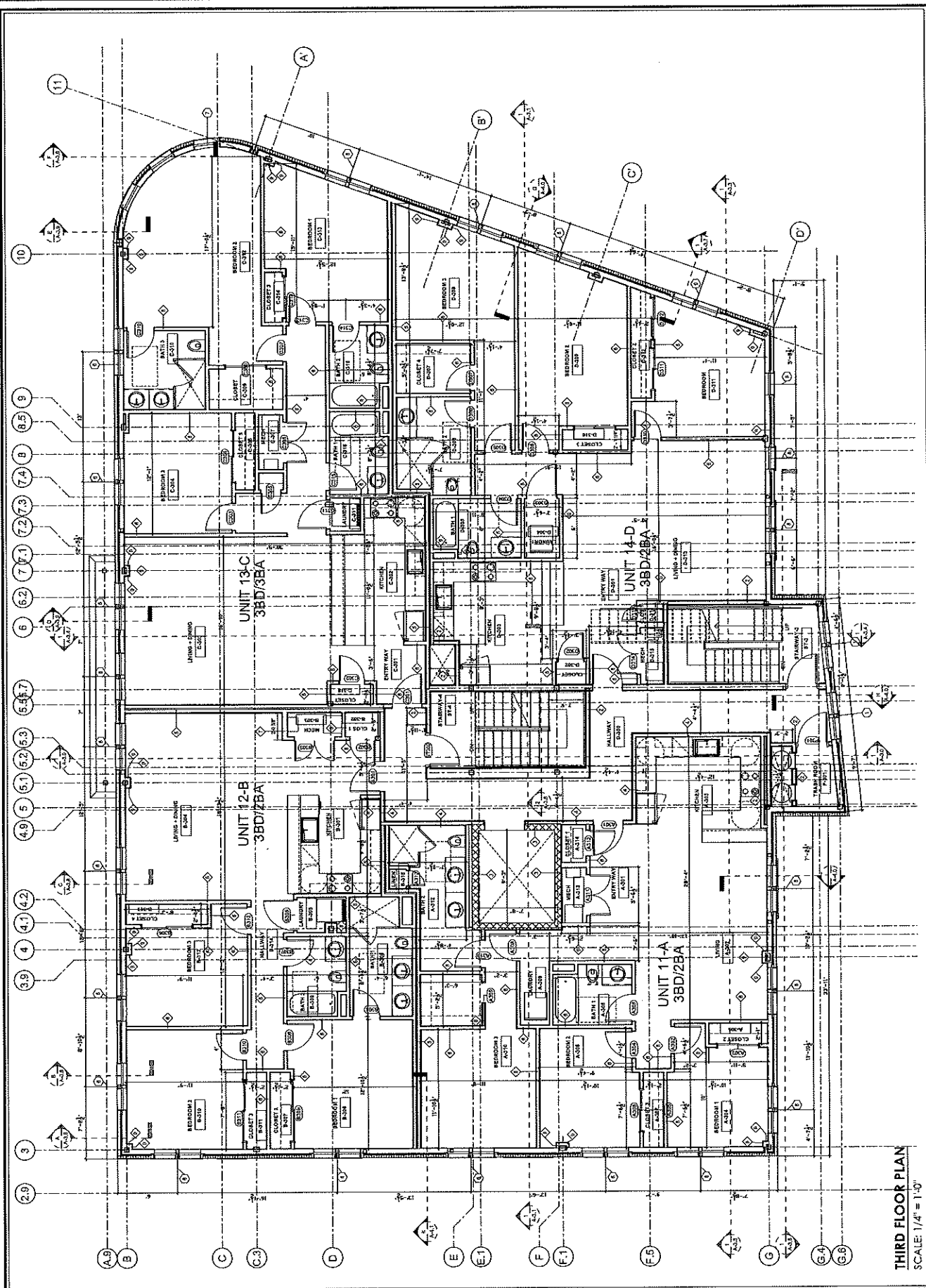
20 BOYLSTON ST
BROOKLINE, MA

NO.	DATE	DESCRIPTION
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2	10/2/10	REVISIONS
3	10/2/10	REVISIONS
4	10/2/10	REVISIONS
5	10/2/10	REVISIONS
6	10/2/10	REVISIONS
7	10/2/10	REVISIONS
8	10/2/10	REVISIONS
9	10/2/10	REVISIONS
10	10/2/10	REVISIONS
11	10/2/10	REVISIONS

THIRD FLOOR PLAN

SCALE: 1/4" = 1'-0"

A-1.10



THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"

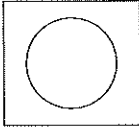


HERBEN ASSOCIATES
ARCHITECTS • PLANNERS

CAROL HERBEN, AIA
ARCHITECT

117 MAIN STREET, SUITE 200
BOSTON, MA 02104

T 617 778 6833
F 617 778 6833
WWW.HERBENASSOCIATES.COM



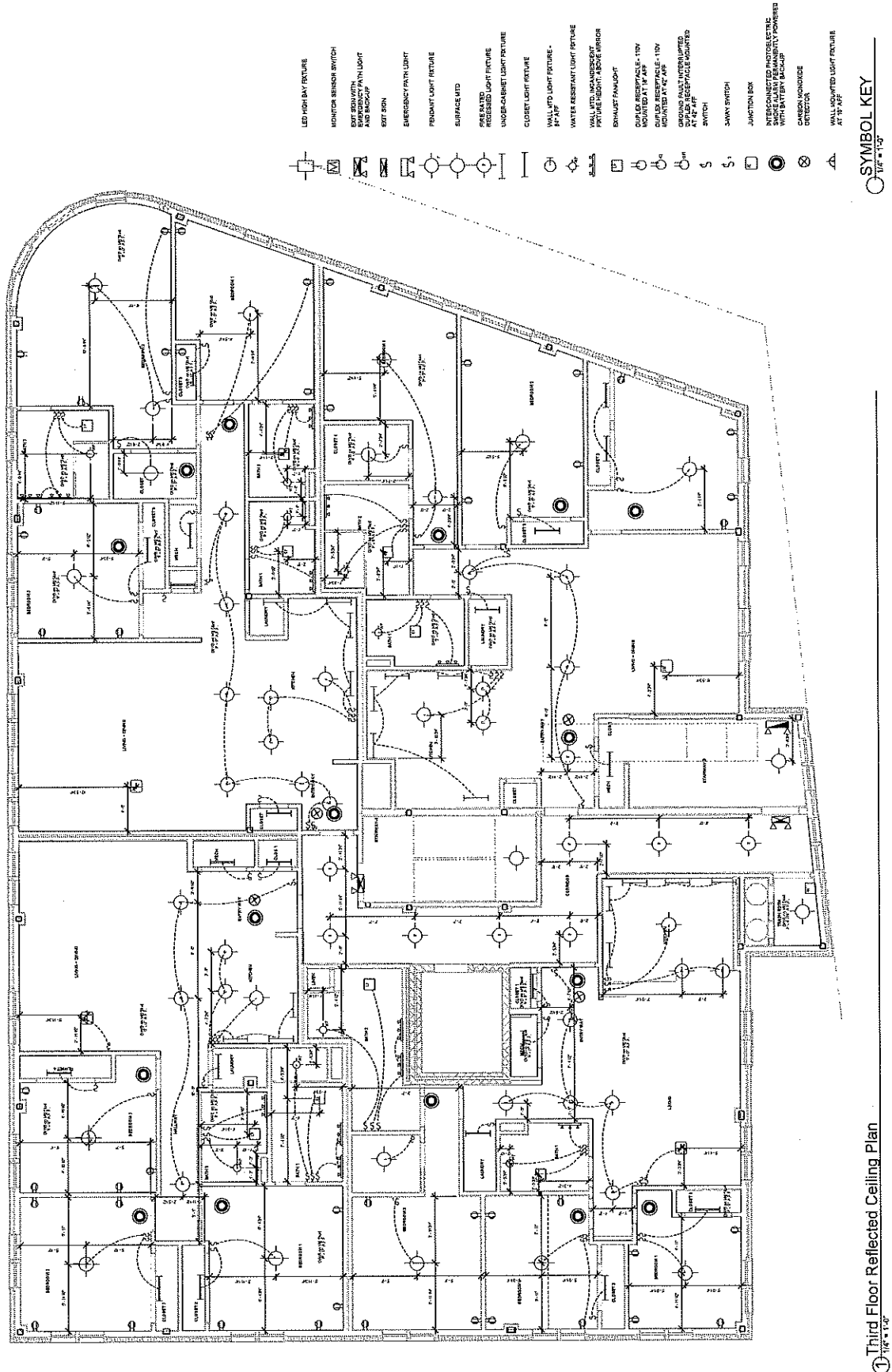
20 Boylston Street
Brookline, MA

DATE	10/1/03
BY	HERBEN ASSOCIATES
PROJECT	20 BOYLSTON STREET
DESCRIPTION	THIRD FLOOR RCP

THIRD FLOOR RCP

DATE: 10/1/03
BY: CAROL HERBEN, AIA
CHECKED BY: GUY HENDERSON
SCALE: 1/8" = 1'-0"

A-1.11

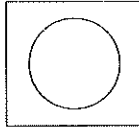


CONSTRUCTION SET

HEPPEN ASSOCIATES
ARCHITECT • PLANNERS

CAROL ANN HENNING
ARCHITECT

177 MAIN STREET
SUITE 200
BOSTON, MA 02124
781.732.4800
ARCHITECT@HEPPENASSOCIATES.COM



20 Boylston Street
Brookline, MA

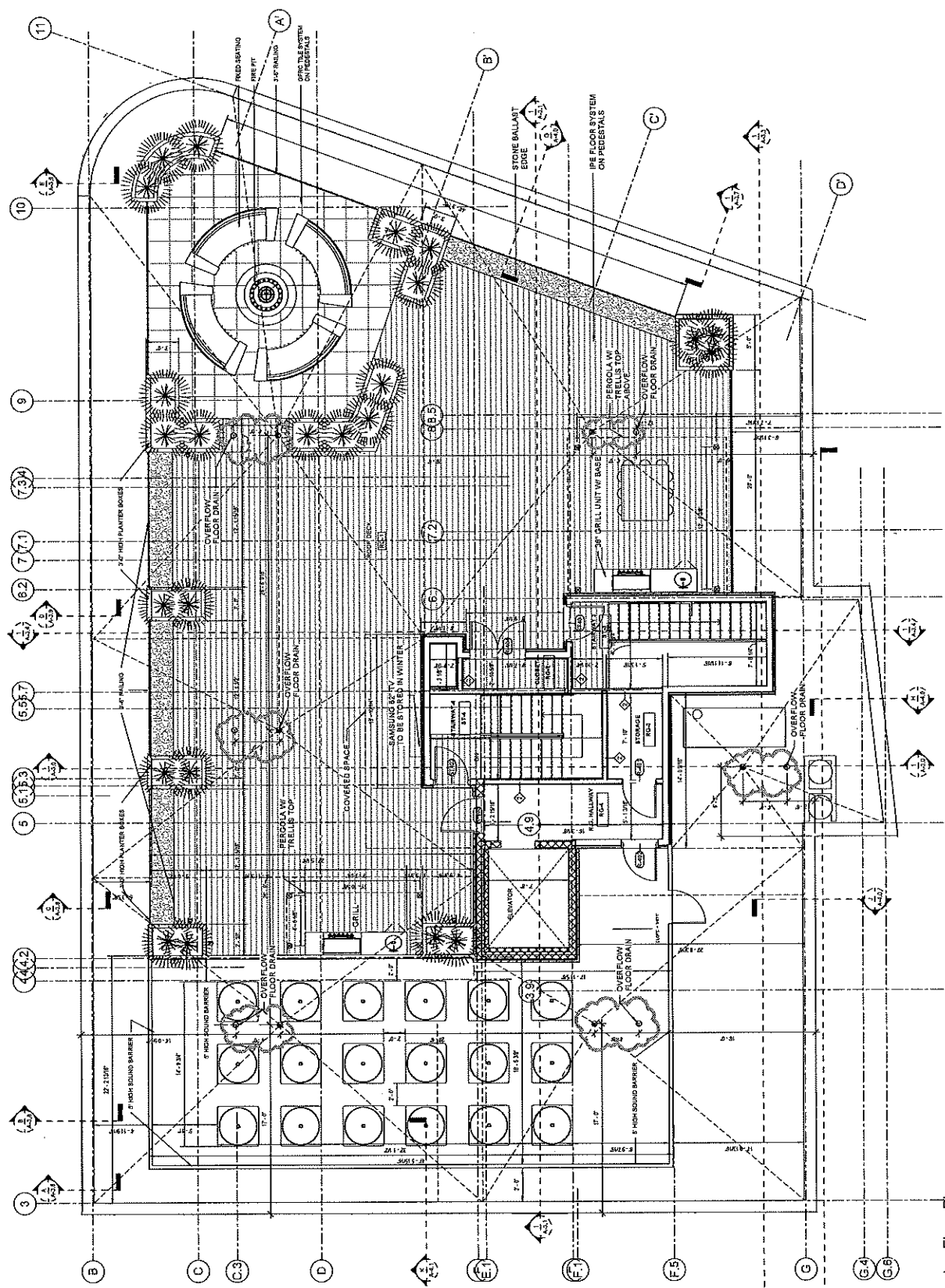
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DESCRIPTION	REVISIONS		
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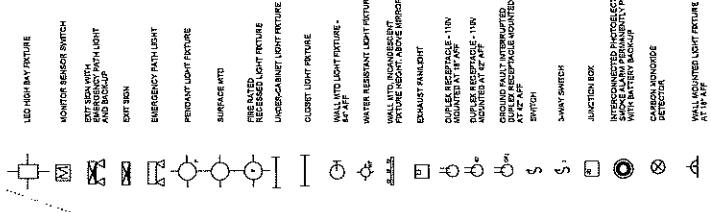
Roof Garden

DATE: 10/12/11
BY: CAH
PROJECT: 20 BOYLSTON STREET
SHEET: A-1.12
SCALE: 1/8" = 1'-0"

CONSTRUCTION SET

1 Roof Garden Floor Plan
1/8" = 1'-0"

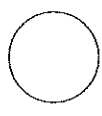




① Roof Garden Reflected Ceiling Plan

20 Boylston Street
Brookline, MA

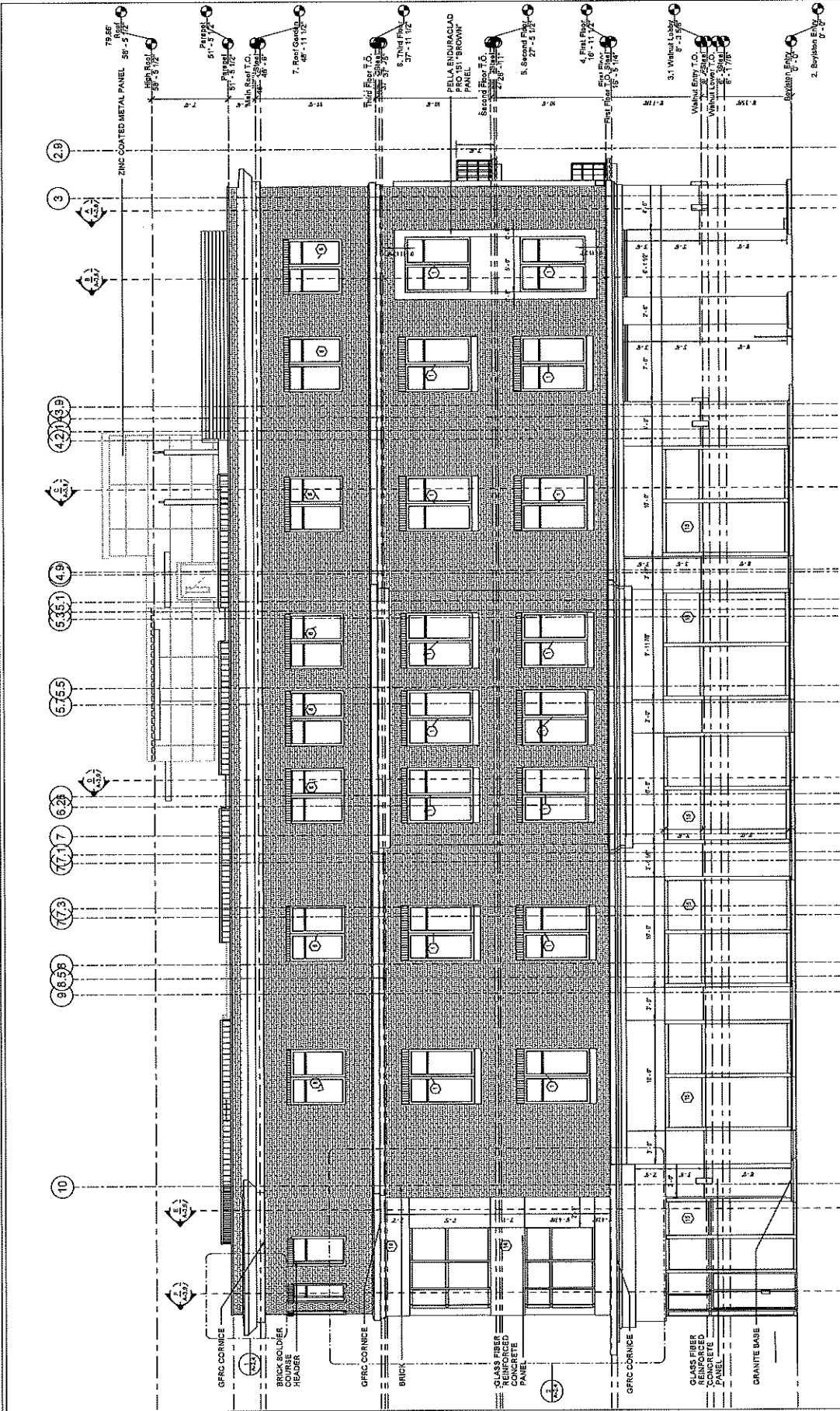
HEIDEN ASSOCIATES
ARCHITECTS • PLANNERS
GARY L. HEIDEN, AIA
ARCHITECT
117 MAIN STREET
BOSTON, MA 02134
781.772.8800
www.heidenassociates.com




NO.	DATE	DESCRIPTION
1	02/20/11	ISSUED FOR PERMIT
2	03/20/11	REVISED PER COMMENTS
3	04/20/11	REVISED PER COMMENTS
4	05/20/11	REVISED PER COMMENTS
5	06/20/11	REVISED PER COMMENTS
6	07/20/11	REVISED PER COMMENTS
7	08/20/11	REVISED PER COMMENTS
8	09/20/11	REVISED PER COMMENTS
9	10/20/11	REVISED PER COMMENTS
10	11/20/11	REVISED PER COMMENTS

North Elevation	
DATE	02/20/11
BY	G. HEIDEN
CHECKED BY	G. HEIDEN
SCALE	1/8" = 1'-0"
SHEET NO.	A-2.0

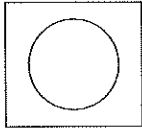
CONSTRUCTION SET



1 NORTH ELEVATION
1/8" = 1'-0"



HEARSHEN ASSOCIATES
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 117 BALANTINE STREET
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 BROOKLINE, MA 02134
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 F 617 736 6652
 ARCH@HEARSHENASSOCIATES.COM

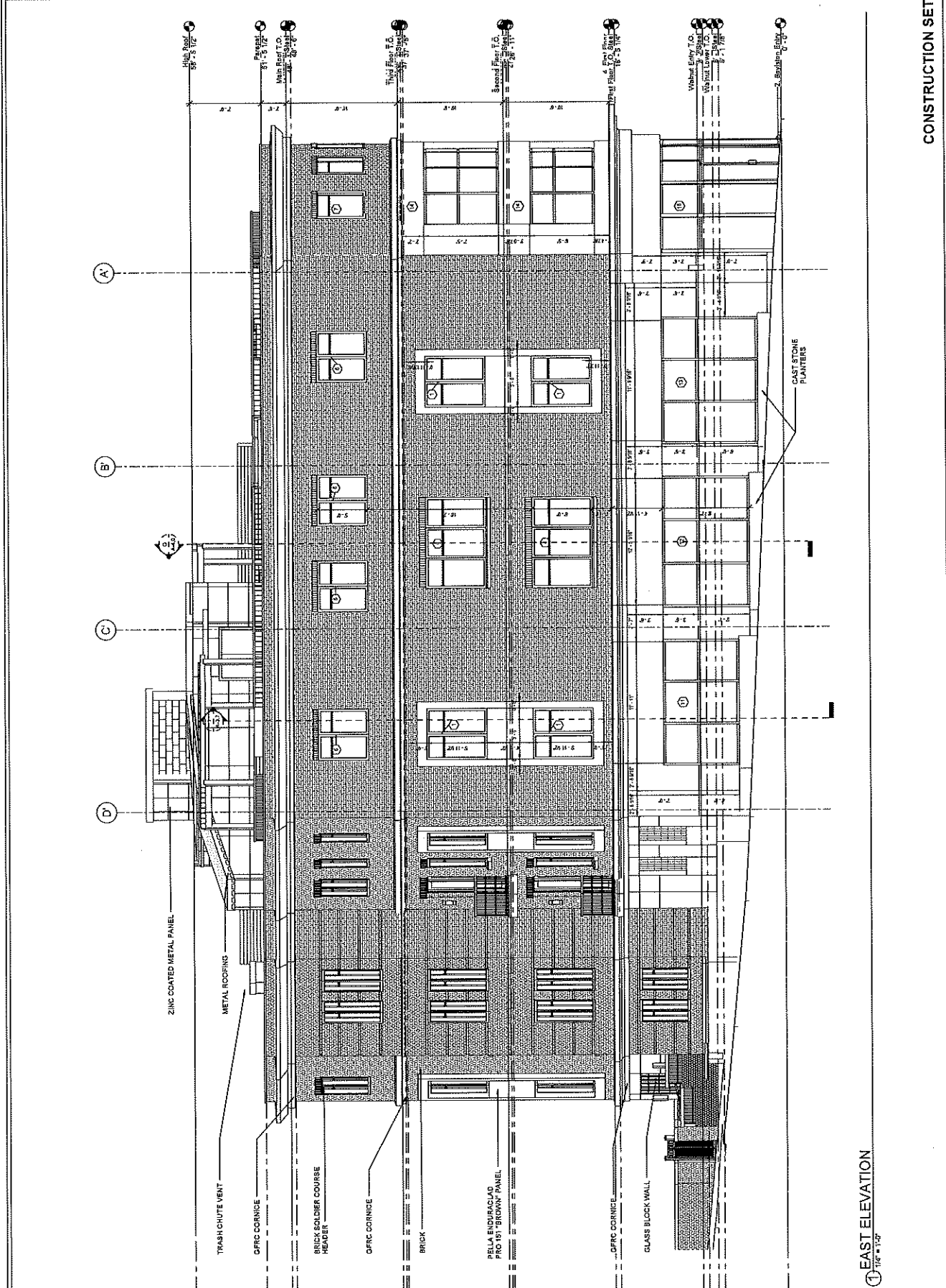



20 Boylston Street
Brookline, MA

NO.	DATE	DESCRIPTION
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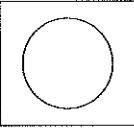
East Elevation
 DATE: 10/1/11
 DRAWN BY: G. HERRERO
 CHECKED BY: G. HERRERO
 SCALE: 1/8" = 1'-0"

A-2.1





HEDDEN ASSOCIATES
 ARCHITECTS • PLANNERS
 175 PARK STREET
 SUITE 200
 BOSTON, MA 02114
 TEL: 617.742.1900
 FAX: 617.742.1905
 WWW.HEDDENASSOCIATES.COM

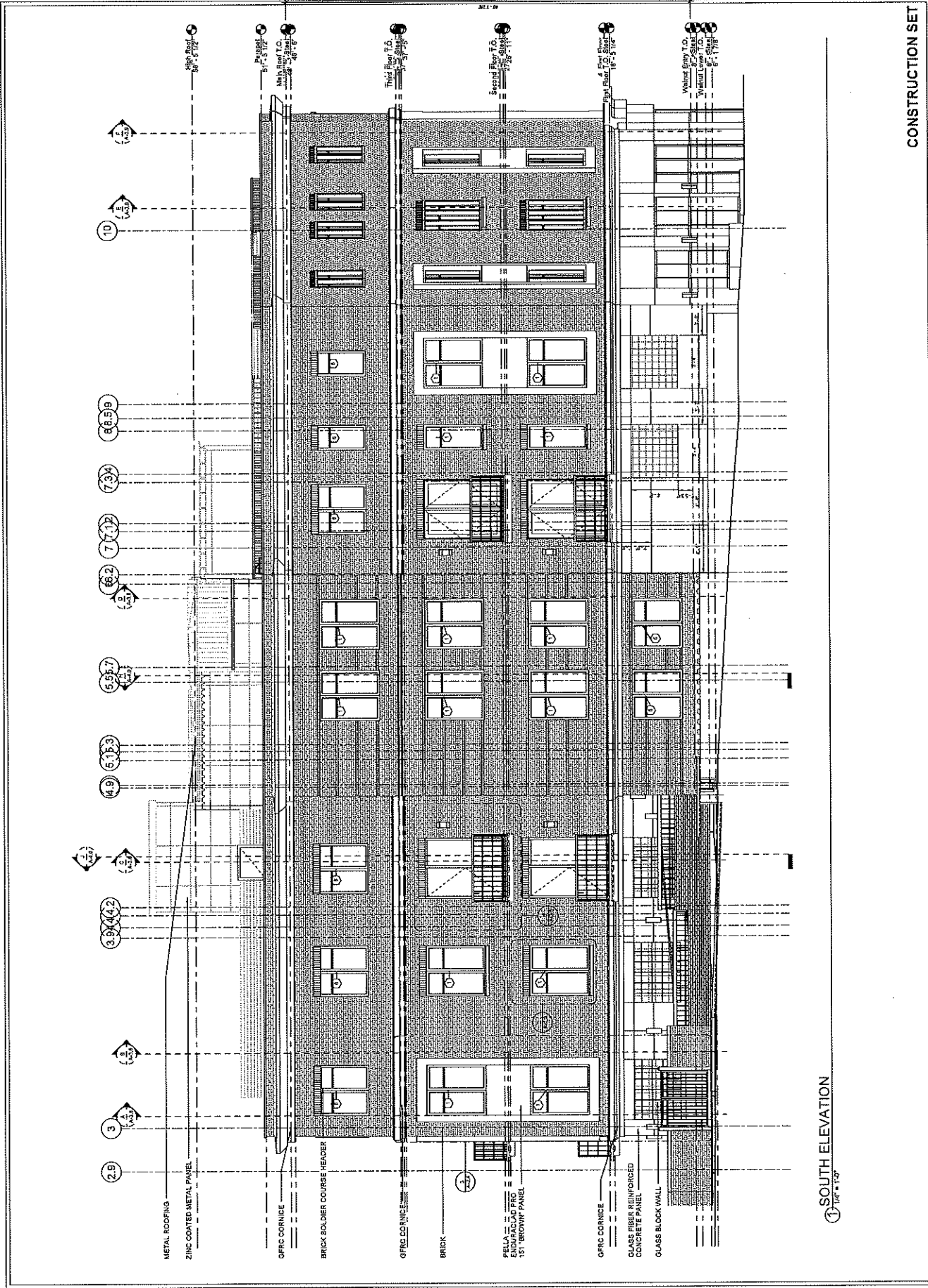


20 Boylston Street
Brookline, MA

PROJECT NO.	11A
DATE	08/20/14
DESCRIPTION	CONSTRUCTION SET
DESIGNED BY	ARCHITECT
DRAWN BY	ARCHITECT
CHECKED BY	ARCHITECT
DATE	08/20/14
SCALE	AS SHOWN
FILE NO.	11A

South Elevation
 DATE: 08/20/14
 DRAWN BY: G. HEDDEN
 CHECKED BY: G. HEDDEN
 SCALE: AS SHOWN
 FILE NO.: 11A

A-2.2

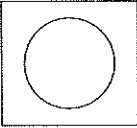


CONSTRUCTION SET

1 SOUTH ELEVATION
1/4" = 1'-0"



HEDDEN ASSOCIATES
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 SARAH J. HEDDEN, AIA
 ARCHITECT
 177 FAIRVIEW STREET
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 F 617 742 6900
 ARCHITECT@HEDDENASSOCIATES.COM



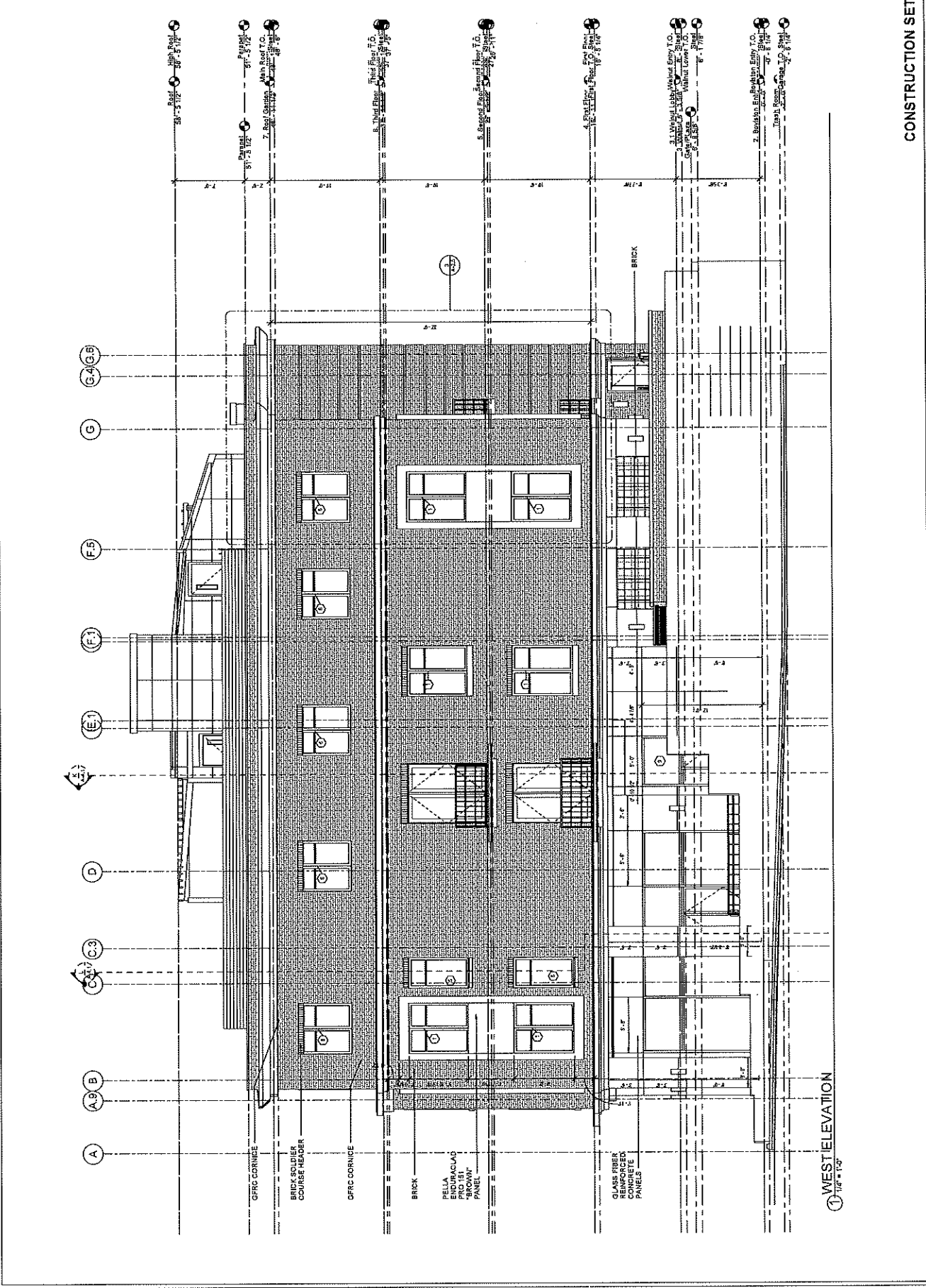
20 Boylston Street
Brookline, MA

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PROJECT NO. 15-0000	REV. 0	DATE 06-22-2016
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CHECKED BY: _____	DATE: 06-22-2016	
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BY: W. G. HENDERSON	DATE: 06-22-2016	
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BY: W. G. HENDERSON	DATE: 06-22-2016	
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BY: W. G. HENDERSON	DATE: 06-22-2016	
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BY: W. G. HENDERSON	DATE: 06-22-2016	
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BY: W. G. HENDERSON	DATE: 06-22-2016	
CHECKED BY: _____	DATE: 06-22-2016	
PROJECT NO. 15-0000	REV. 0	DATE 06-22-2016
BY: W. G. HENDERSON	DATE: 06-22-2016	
CHECKED BY: _____	DATE: 06-22-2016	
PROJECT NO.		


West Elevation

DATE: 06/22/2016
 BY: W. G. HENDERSON
 CHECKED BY:
 DATE:
 PROJECT NO.:
 SHEET NO.:
 TOTAL SHEETS:

A-2.3



CONSTRUCTION SET

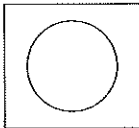


HAVEN ASSOCIATES
ARCHITECTS + PLANNERS

SARAH HENDERSON
ARCHITECT

179 HANOVER STREET
SUITE 200
BOSTON, MA 02114

T 617 732 6000
F 617 732 6002
ARCH@HAVENASSOCIATES.COM



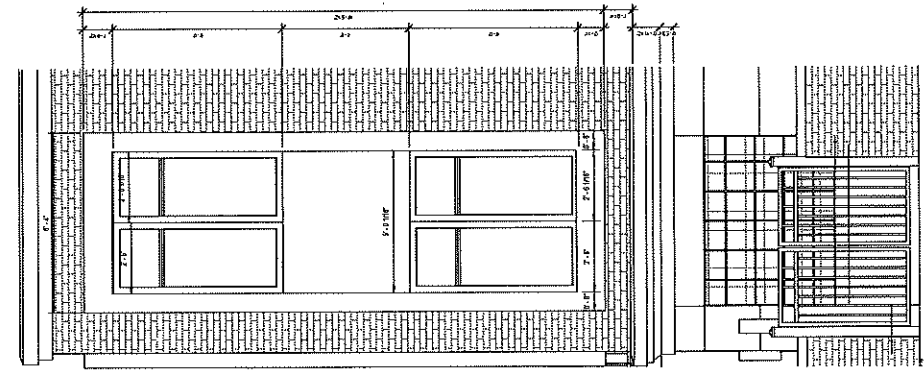
20 Boylston Street
Brookline, MA

NO.	DATE	BY	CHKD.
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2	02/15/2017	SA	SA
3	02/15/2017	SA	SA
4	02/15/2017	SA	SA
5	02/15/2017	SA	SA
6	02/15/2017	SA	SA
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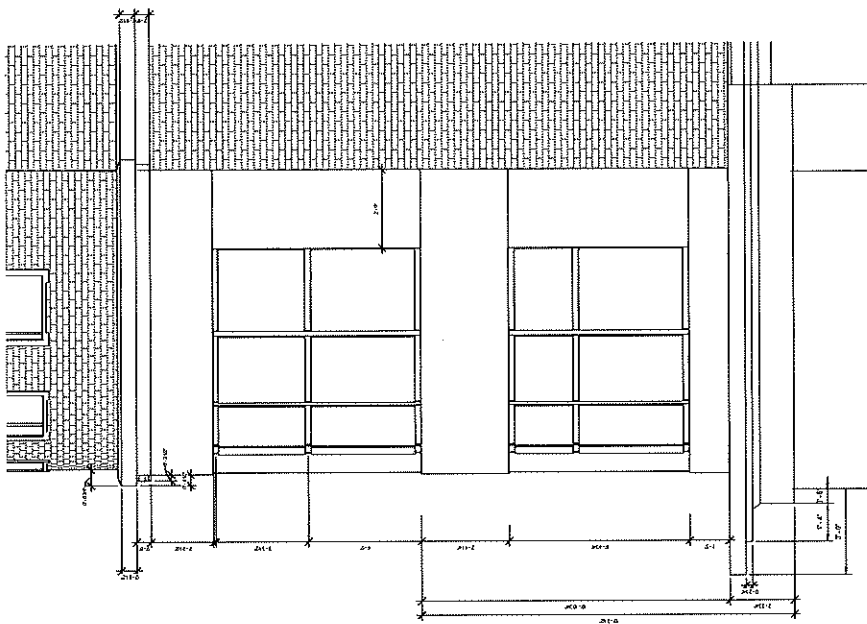
ELEVATION DETAILS

DATE: 02/15/2017
DRAWN BY: E. M. BAWAY
CHECKED BY: G.W. HENDERSON
JOB NO.:
FILE NO.:

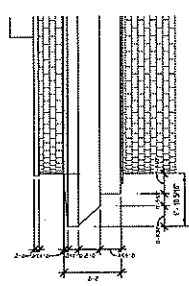
A-2.4




③ SOUTH ELEVATION - DETAIL A
12'0" x 14'0"



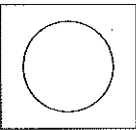
② NORTH ELEVATION - DETAIL B
12'0" x 14'0"



① NORTH ELEVATION - DETAIL A
1'0" x 3'0"



HADDEN ASSOCIATES
ARCHITECTS • PLANNERS
GARY W. HADDEN, AIA
ARCHITECT
117 BALTIMORE STREET
SUITE 200
BOSTON, MA 02134
TEL: 617.735.4600
FAX: 617.735.4605
ARCHITECT@HADDENASSOCIATES.COM



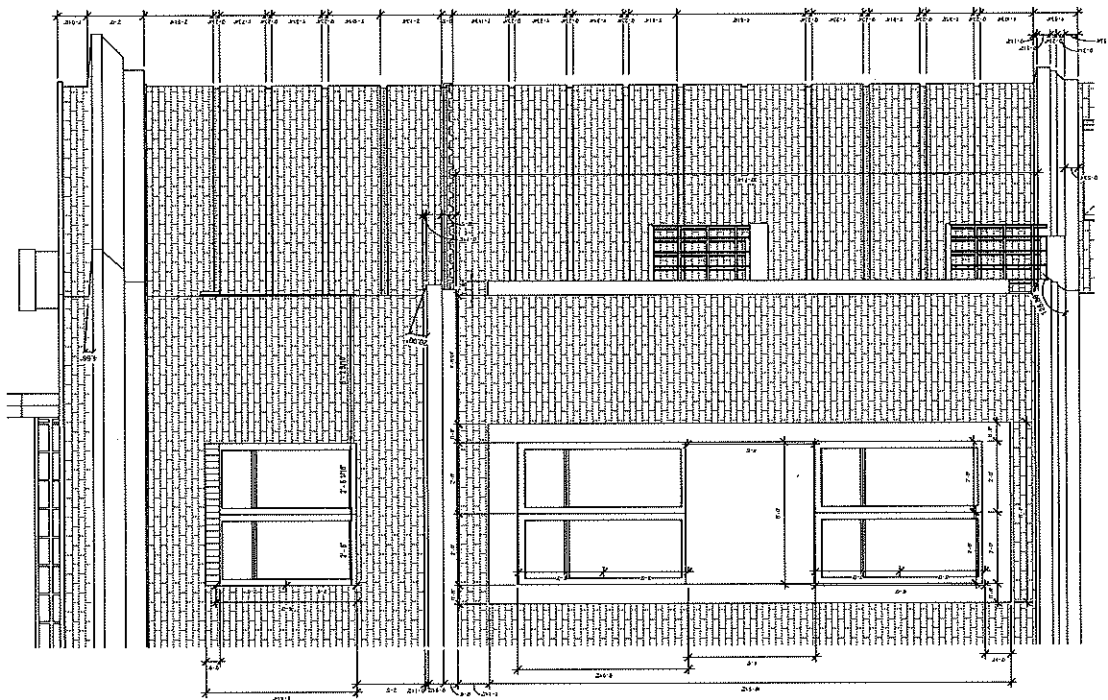
20 Boylston Street
Brookline, MA

NO.	DATE	DESCRIPTION
1	01/11/11	CONCEPT
2	02/11/11	SCHEMATIC
3	03/11/11	PRELIMINARY
4	04/11/11	FINAL

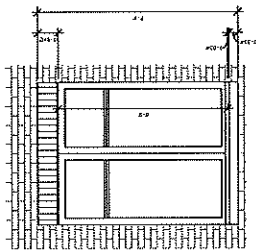
ELEVATION DETAILS

PROJECT: 20 BOYLSTON STREET
ARCHITECT: G.W. HADDEN, AIA
DATE: 01/11/11
SCALE: 1/8" = 1'-0"

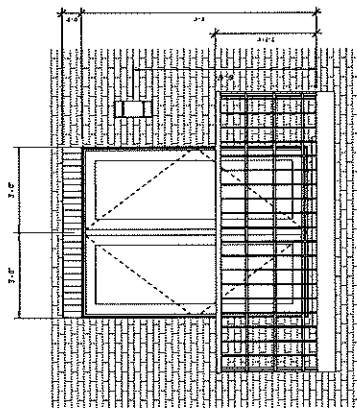
A-2.5



③ WEST ELEVATION - DETAIL A
1/8" = 1'-0"

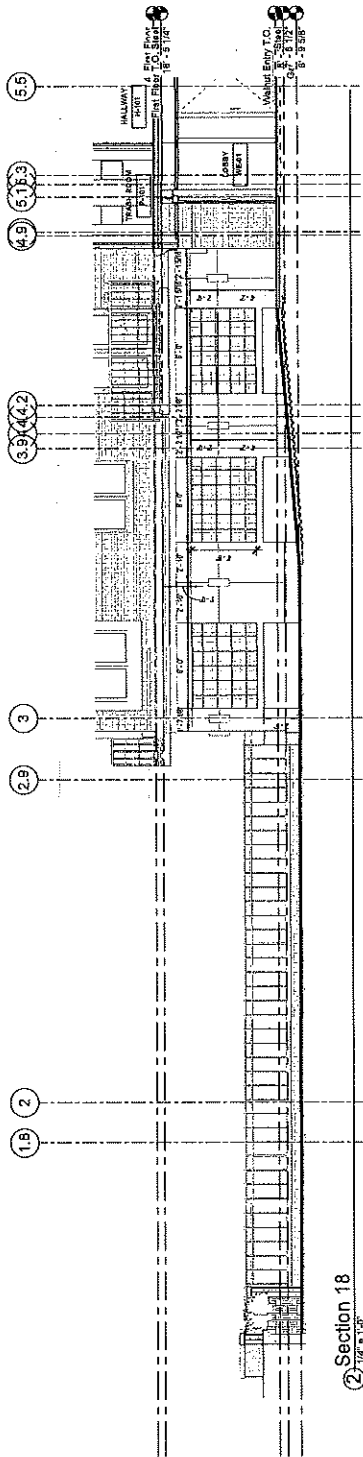


② SOUTH ELEVATION - DETAIL C
1/8" = 1'-0"

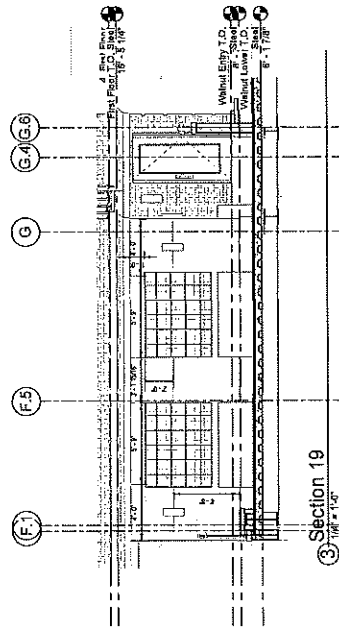


① SOUTH ELEVATION - DETAIL B
1/8" = 1'-0"

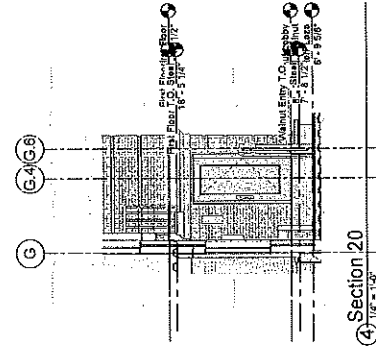
CONSTRUCTION SET



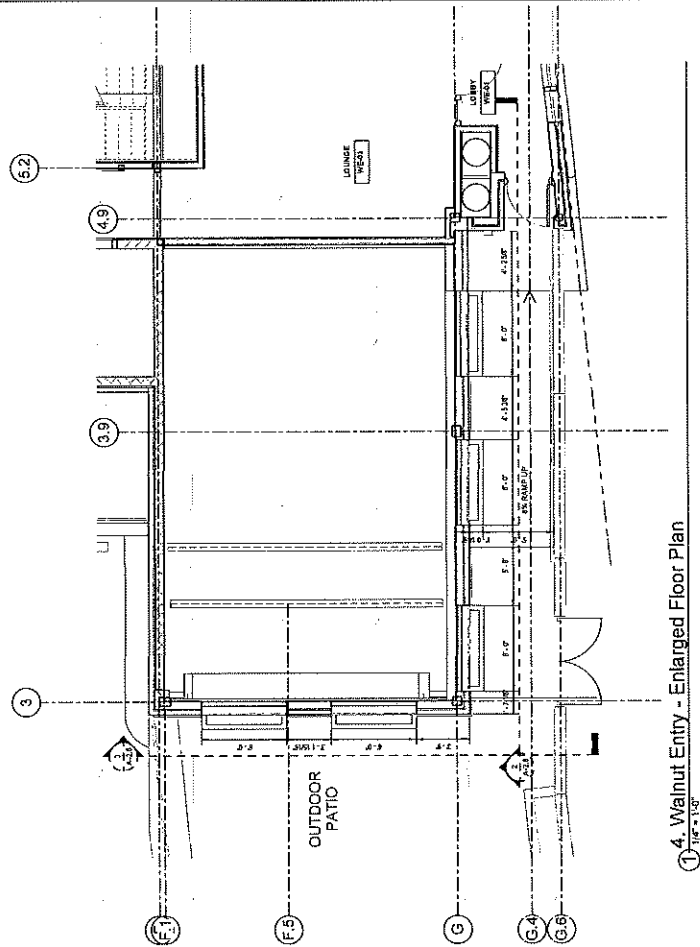
Section 18



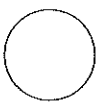
Section 19



④ Section 20 $\frac{1}{4} = 1 - 3^4$



① 4. Walnut Entry - Enlarged Floor Plan
1/4" = 1'-0"

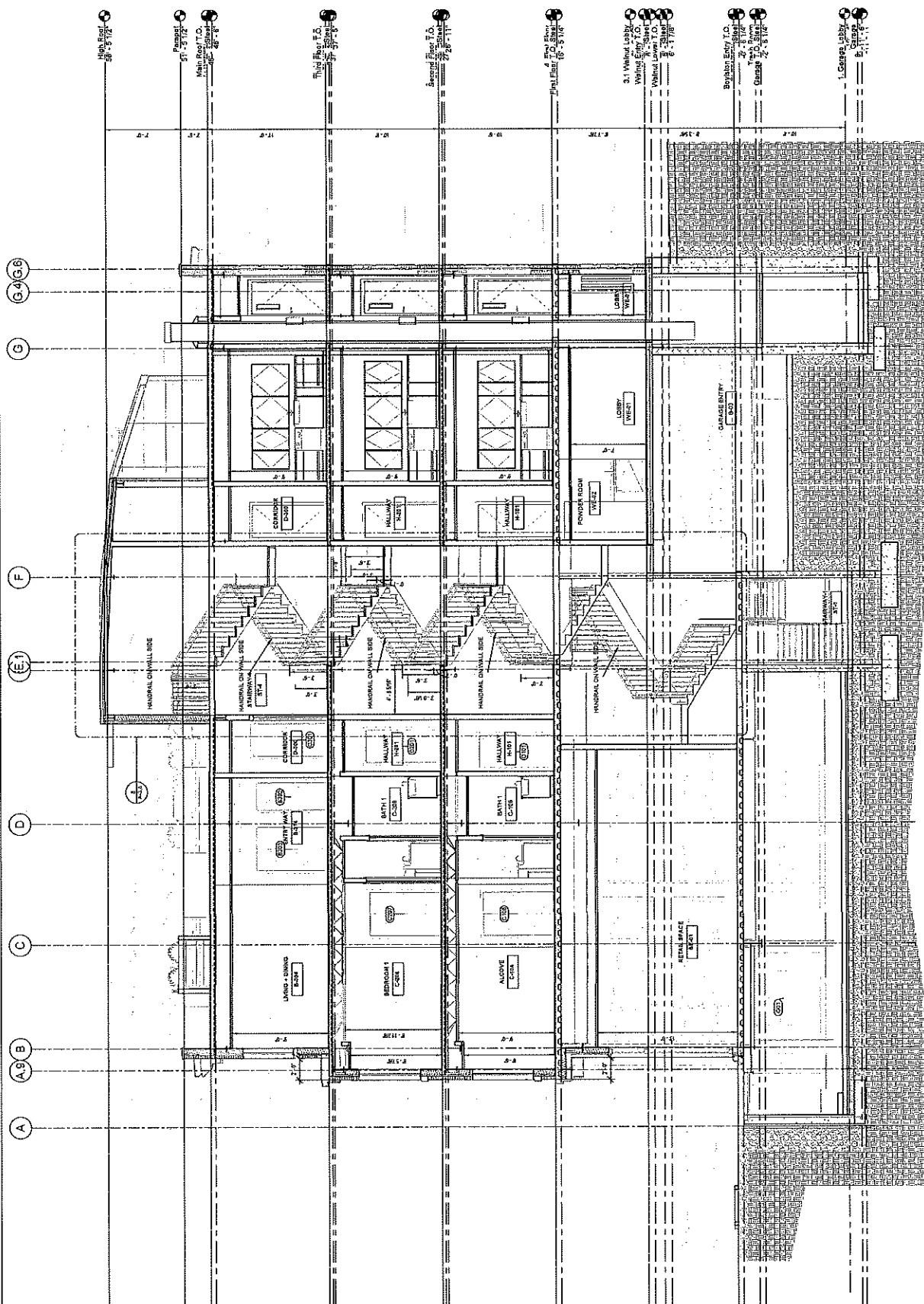
[illegible]


2021 1111-
BUILDING
SECTION

A-3.0

CONSTRUCTION SET

① Section 1
1/4" = 1'-0"

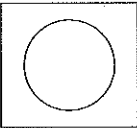




HEURBEN ASSOCIATES
ARCHITECTS • PLANNERS

SARAH HURDLEMAN
ARCHITECT

117 TRANSMISSION STREET
JUNIOR 2ND
BOSTON, MA 02134
T 617 778 1000
F 617 778 8800
PROJECT@HEURBEN-ASSOCIATES.COM



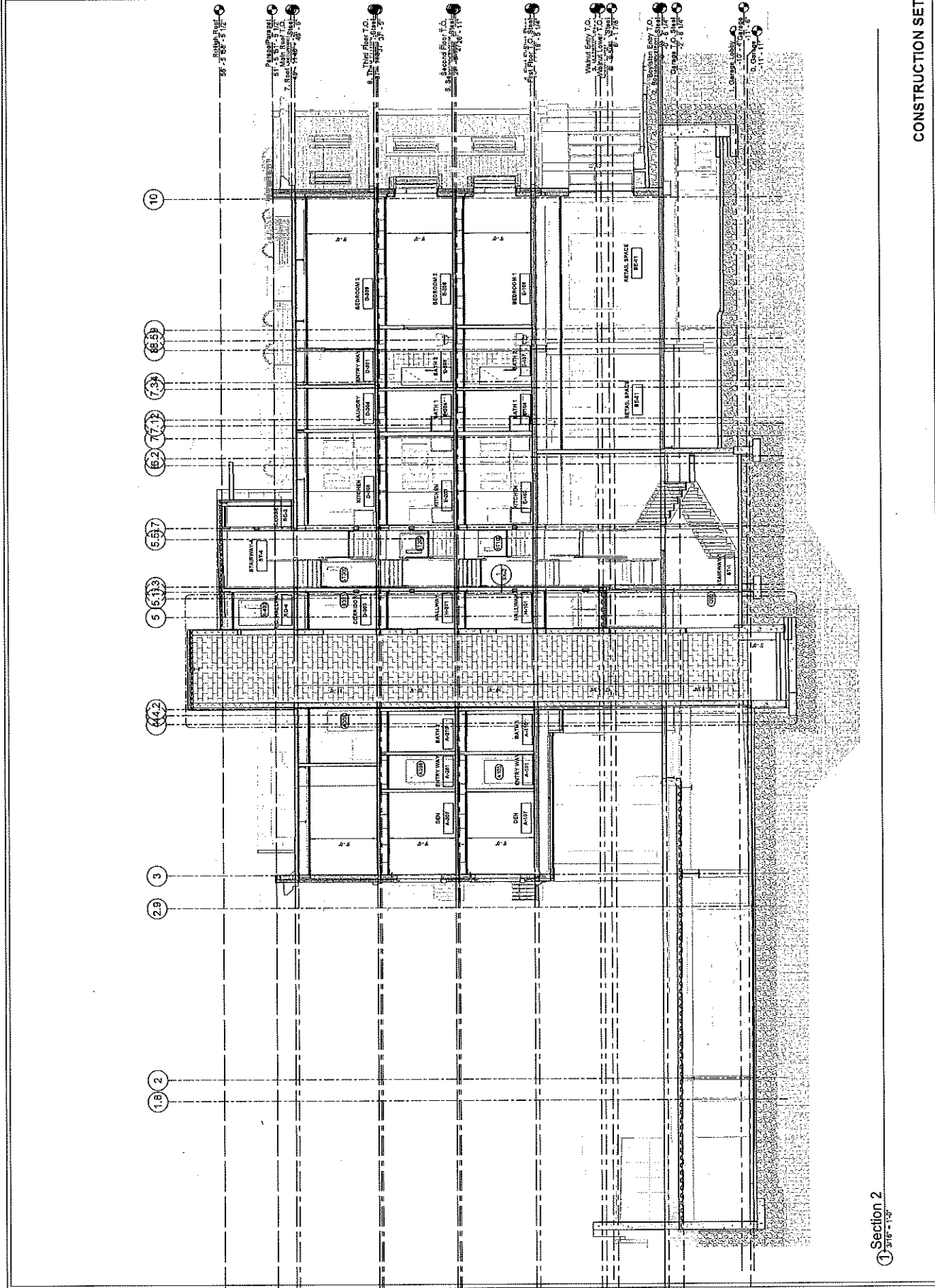
20 Boylston Street
Brookline, MA

DATE	NO.
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

BUILDING SECTION

DATE: 02/27/2018
DRAWN BY: E.A. BORDOW
CHECKED BY: G. HEDGECOCK
APP. BY: G. HEDGECOCK
SCALE: 3/16" = 1'-0"

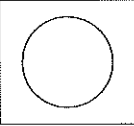
A-3.1





HEDDEN ASSOCIATES
ARCHITECTS • PLANNERS
CAROL HEDDEN, AIA
ARCHITECT

117 MANLYN STREET
JUNIOR SR.
BOSTON, MA 02134
781.742.8900
FAX 781.742.8905
HEDDENASSOCIATES.COM



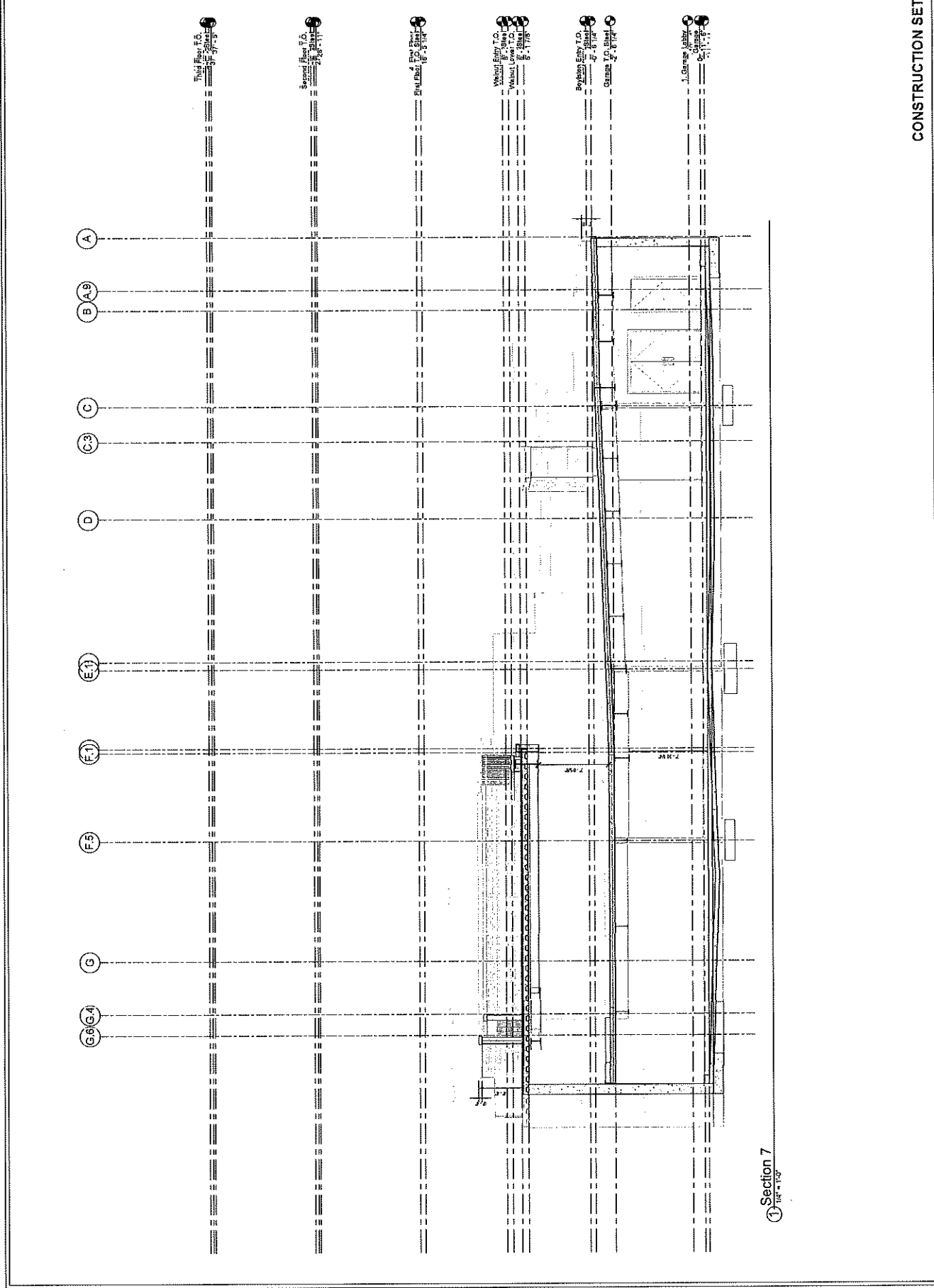
20 Boylston Street
Brookline, MA

NO.	DATE	DESCRIPTION
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2	02/02/18	FOR PERMIT
3	02/02/18	FOR PERMIT
4	02/02/18	FOR PERMIT
5	02/02/18	FOR PERMIT
6	02/02/18	FOR PERMIT
7	02/02/18	FOR PERMIT
8	02/02/18	FOR PERMIT
9	02/02/18	FOR PERMIT
10	02/02/18	FOR PERMIT


SECTION
BUILDING SECTION

DATE: 02/02/18
DRAWN BY: J. HEDDEN
CHECKED BY: G.W. HEDDEN
SCALE: 1/8" = 1'-0"

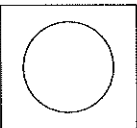
A-3.2



CONSTRUCTION SET



HERON ASSOCIATES
ARCHITECTS • PLANNERS
GARFUNKEL, JACOBSON & ASSOCIATES
ARCHITECT
117 HANCOCK STREET
SUITE 200
ROSLINDALE, MA 02124
TEL: 617.782.4400
FAX: 617.782.4401
PCH@HERONASSOCIATES.COM



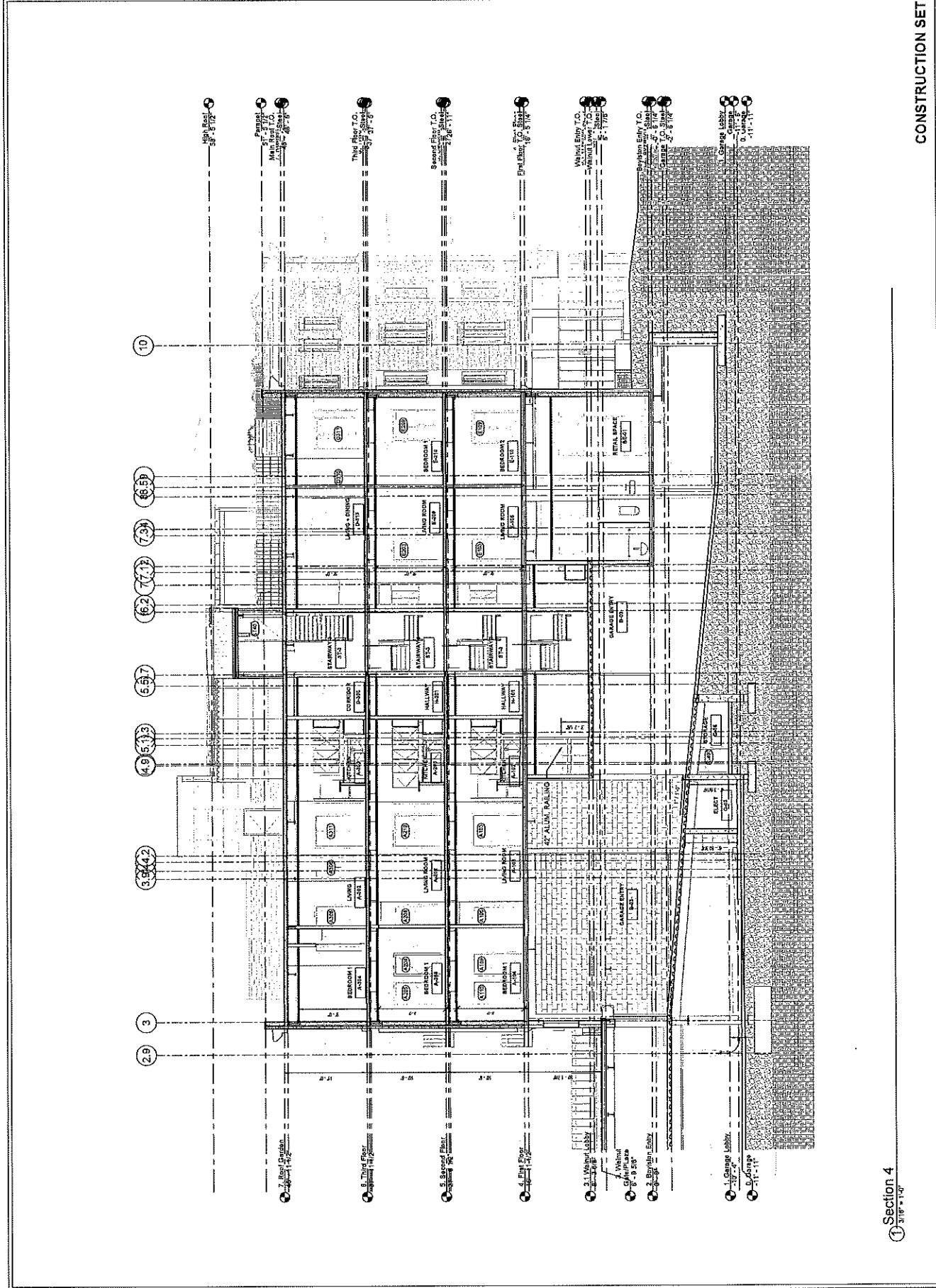
20 Boylston Street
Brookline, MA


DATE	NO.	DESCRIPTION
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11/11/11	4	ISSUED FOR PERMIT
11/11/11	5	ISSUED FOR PERMIT
11/11/11	6	ISSUED FOR PERMIT
11/11/11	7	ISSUED FOR PERMIT
11/11/11	8	ISSUED FOR PERMIT
11/11/11	9	ISSUED FOR PERMIT
11/11/11	10	ISSUED FOR PERMIT

BUILDING SECTION

PROJECT NO. 11-001
OWNER: E.A. SAMAY
ARCHITECT: HERON ASSOCIATES
DATE: 11/11/11

A-3.3

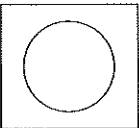




HUBBARD ASSOCIATES
ARCHITECTS • PLANNERS

110 MAIN STREET
BOSTON, MA 02114

TEL: 617.778.6600
FAX: 617.778.6605
WWW.HUBBARDASSOCIATES.COM



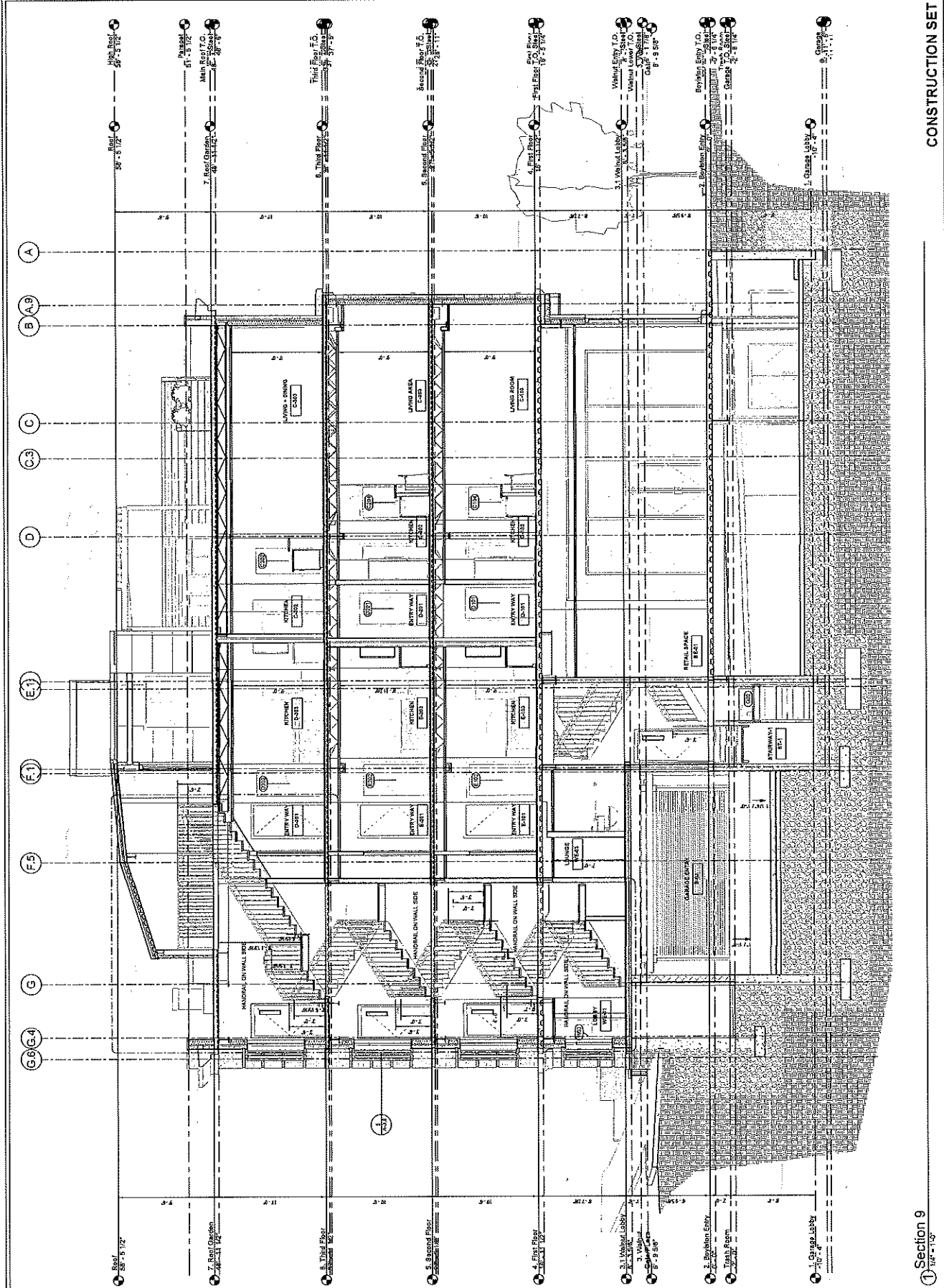
20 Boylston Street
Brookline, MA

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BUILDING SECTION

SECTION A-3.4

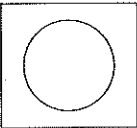
DATE: 10/10/00
DRAWN BY: E.A. BLANKY
CHECKED BY: G.W. HECHER
SCALE: 1/8" = 1'-0"



Section 9
1/8" = 1'-0"



HADEN ASSOCIATES
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119 WALTON STREET
BOSTON, MA 02114
781.552.6600
F 617.742.6602
ARCHITECT@HADENASSOCIATES.COM



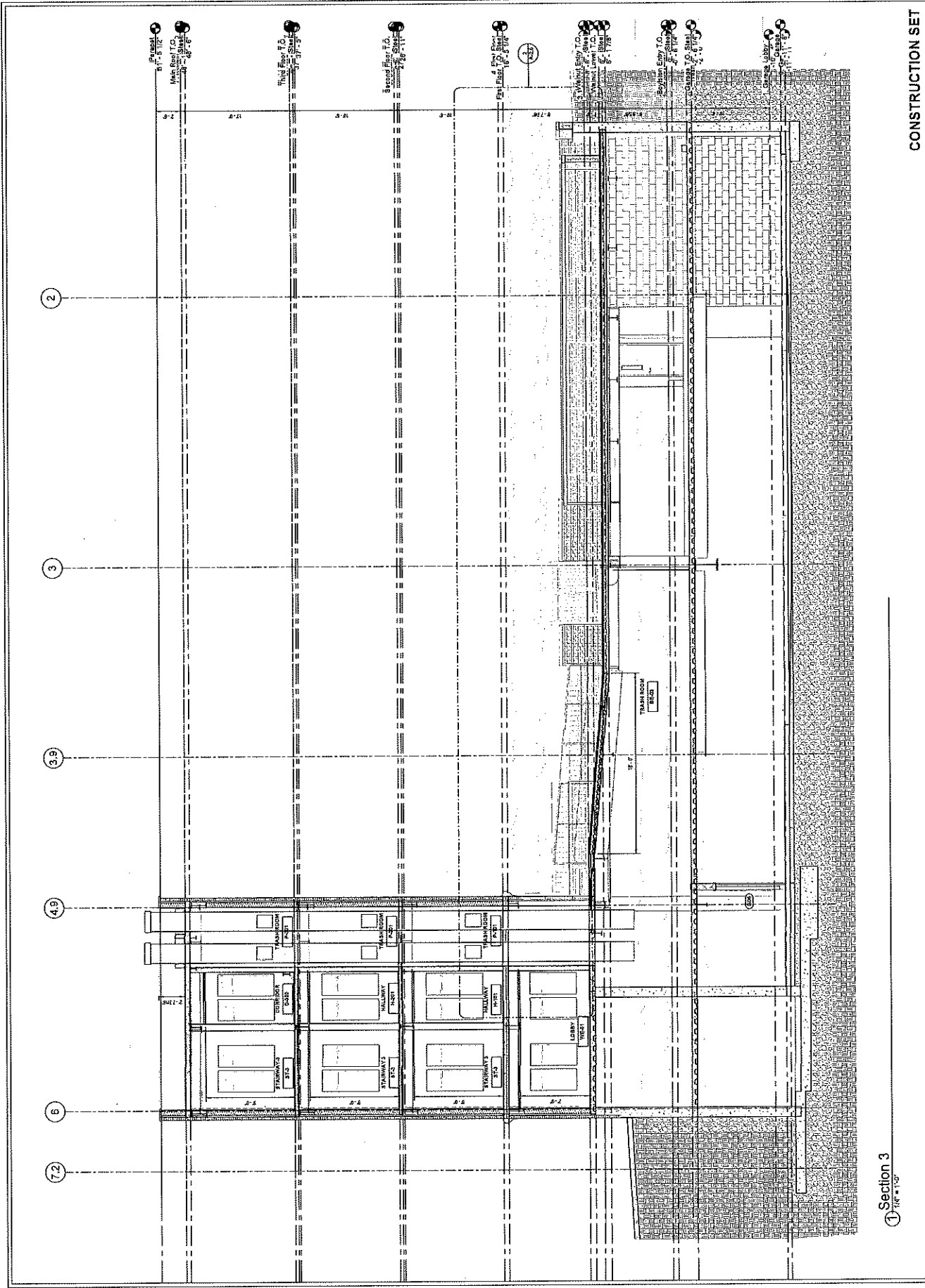
20 Boylston Street
Brookline, MA

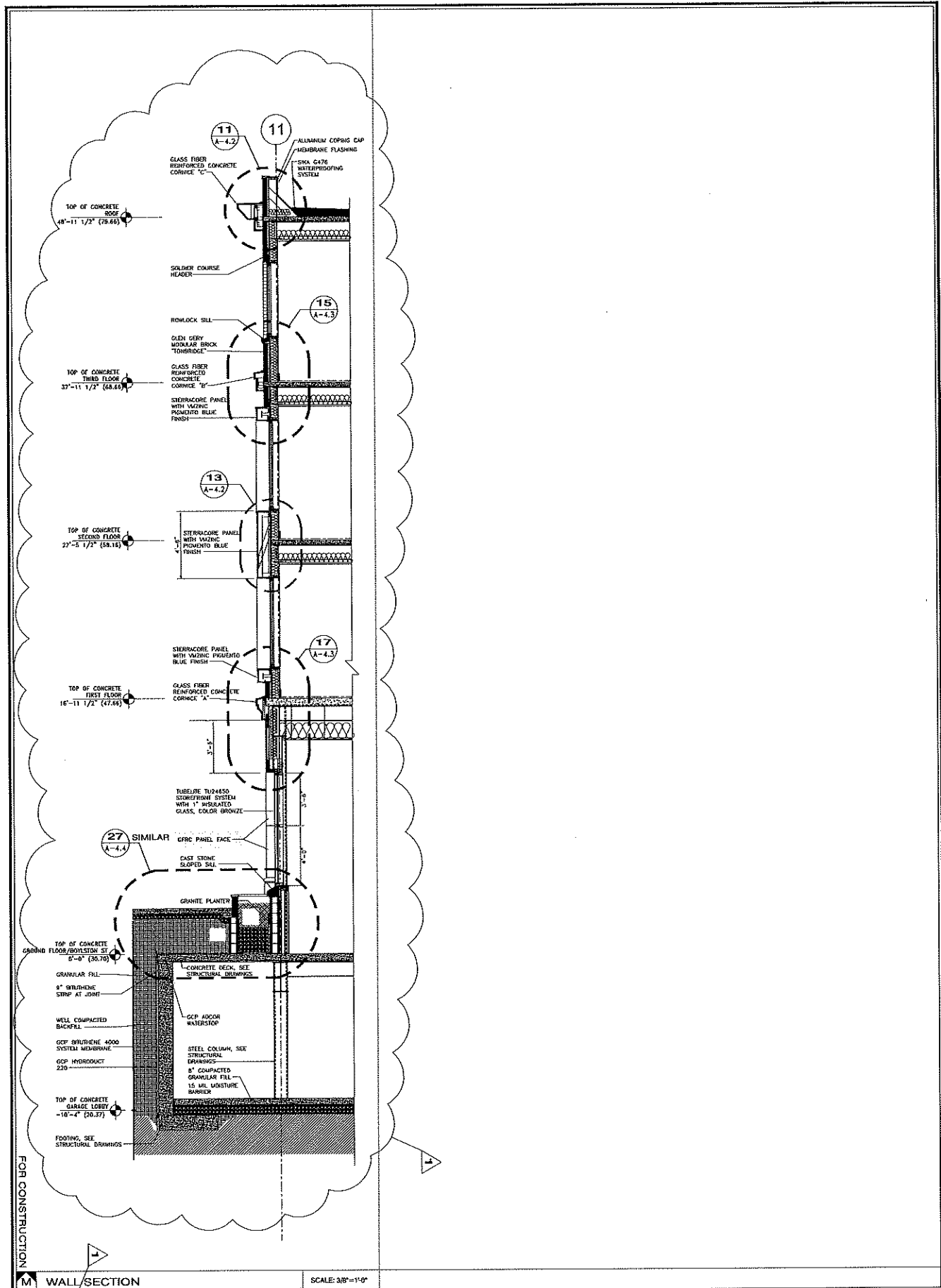
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8	10/1/11	REVISED
9	10/1/11	REVISED
10	10/1/11	REVISED

BUILDING SECTION

DATE: 10/1/11
PROJECT: 20 BOYLSTON STREET
DRAWN BY: G.W. HADEN
CHECKED BY: G.W. HADEN
SCALE: 1/4" = 1'-0"

A-3.5

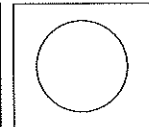




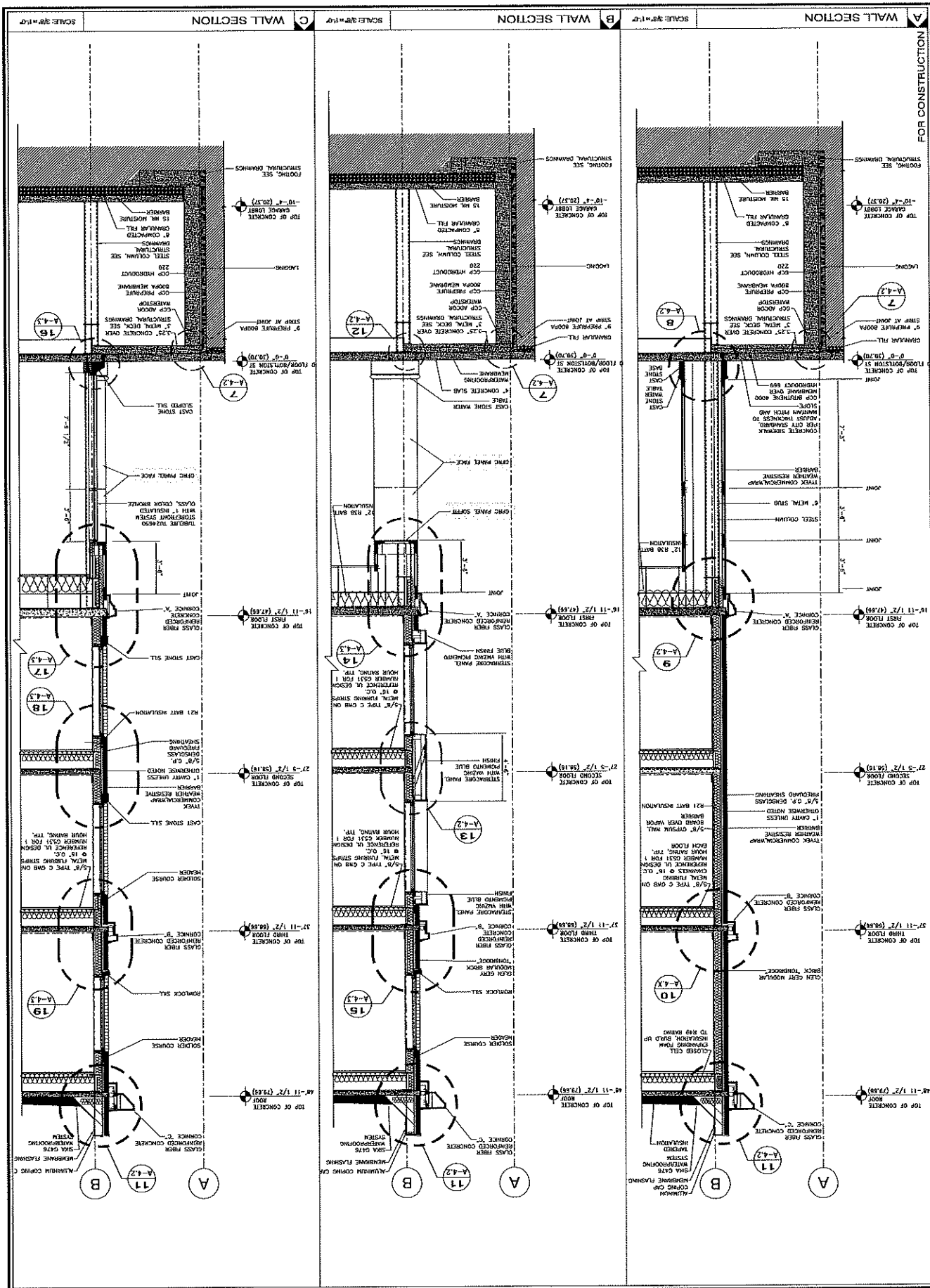
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100	06-01-11	REVISED

20 BOYLSTON ST
BROOKLINE, MA



ARCHITECTS ASSOCIATES
ARCHITECTS
PLANNING
ARCHITECTURE
ENVIRONMENT
DESIGN
119 BROADWAY, 10TH FLOOR
NEW YORK, NY 10038
TEL: 212 677 1000
F: 212 677 1001
WWW.AA-ARCHITECTS.COM



A-3.9

WALL SECTIONS

NO.	DATE	DESCRIPTION
1	11/11/12	ISSUED FOR PERMIT
2	11/11/12	ISSUED FOR PERMIT
3	11/11/12	ISSUED FOR PERMIT
4	11/11/12	ISSUED FOR PERMIT
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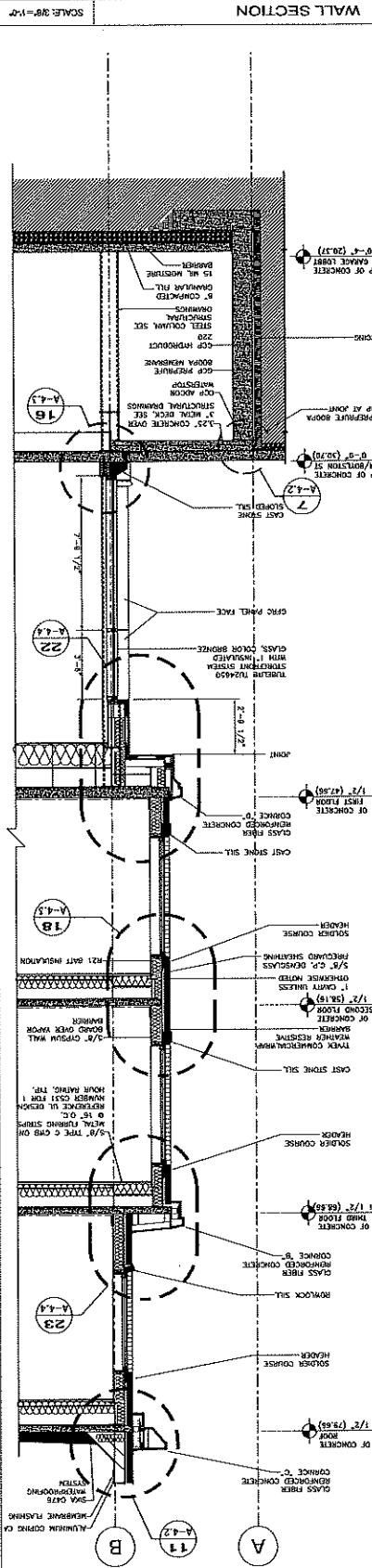
20 BOYLSTON ST
BROOKLINE, MA

11.A.

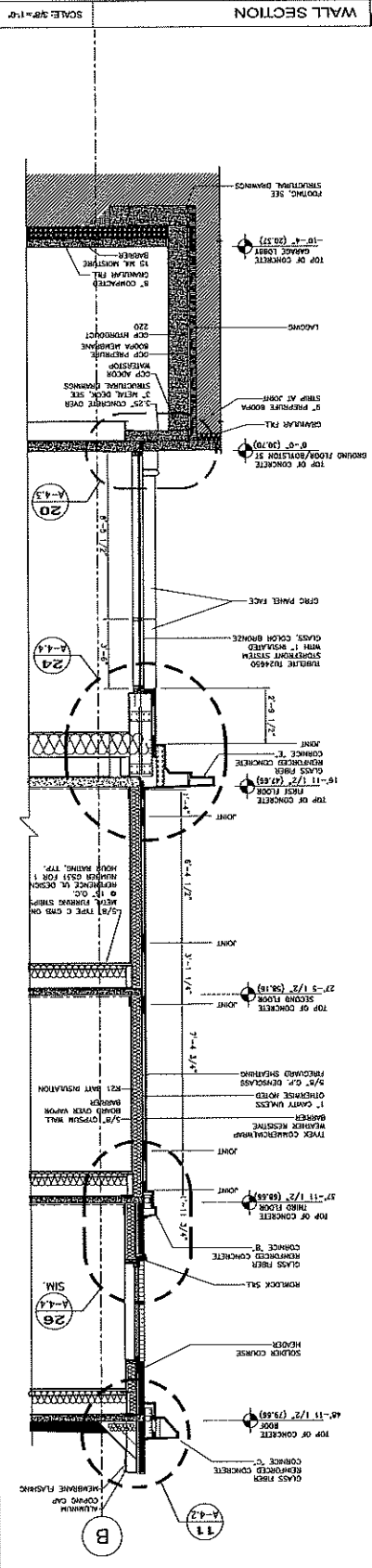
ARCHITECTURAL SERVICES
 PLANNING
 ARCHITECTURE
 DEVELOPMENT
 INTERIOR DESIGN
 LANDSCAPE ARCHITECTURE
 DATE: 11/11/12
 SITE: 20
 PROJECT: 20
 110 BRANTREE STREET
 BROOKLINE, MA 02148
 617-734-8900
 www.architectural-services.com

FOR CONSTRUCTION

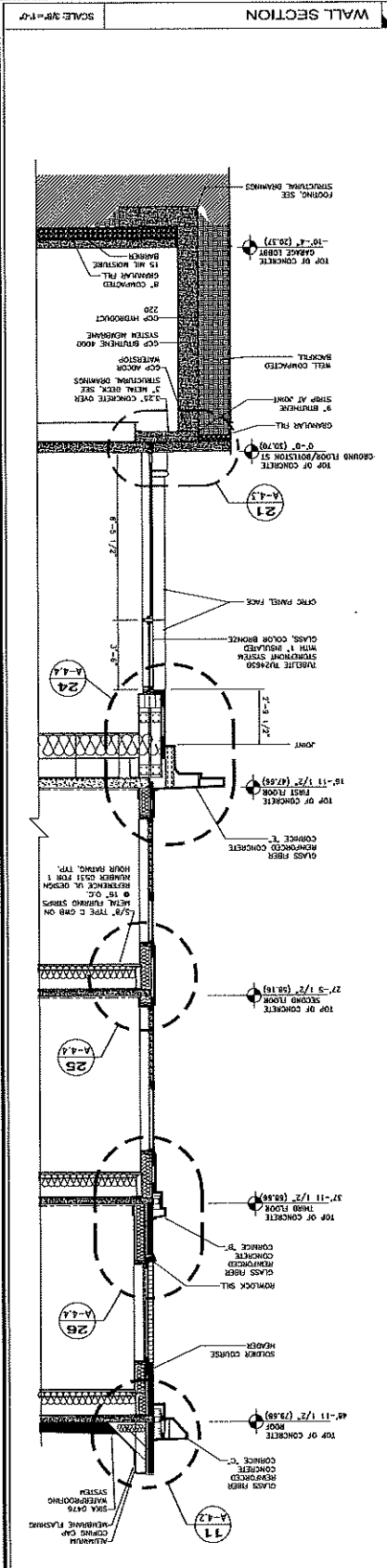
WALL SECTION

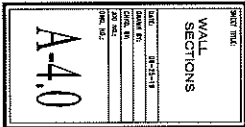


WALL SECTION

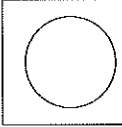


WALL SECTION



[illegible]

20 BOYLSTON ST
BROOKLINE, MA





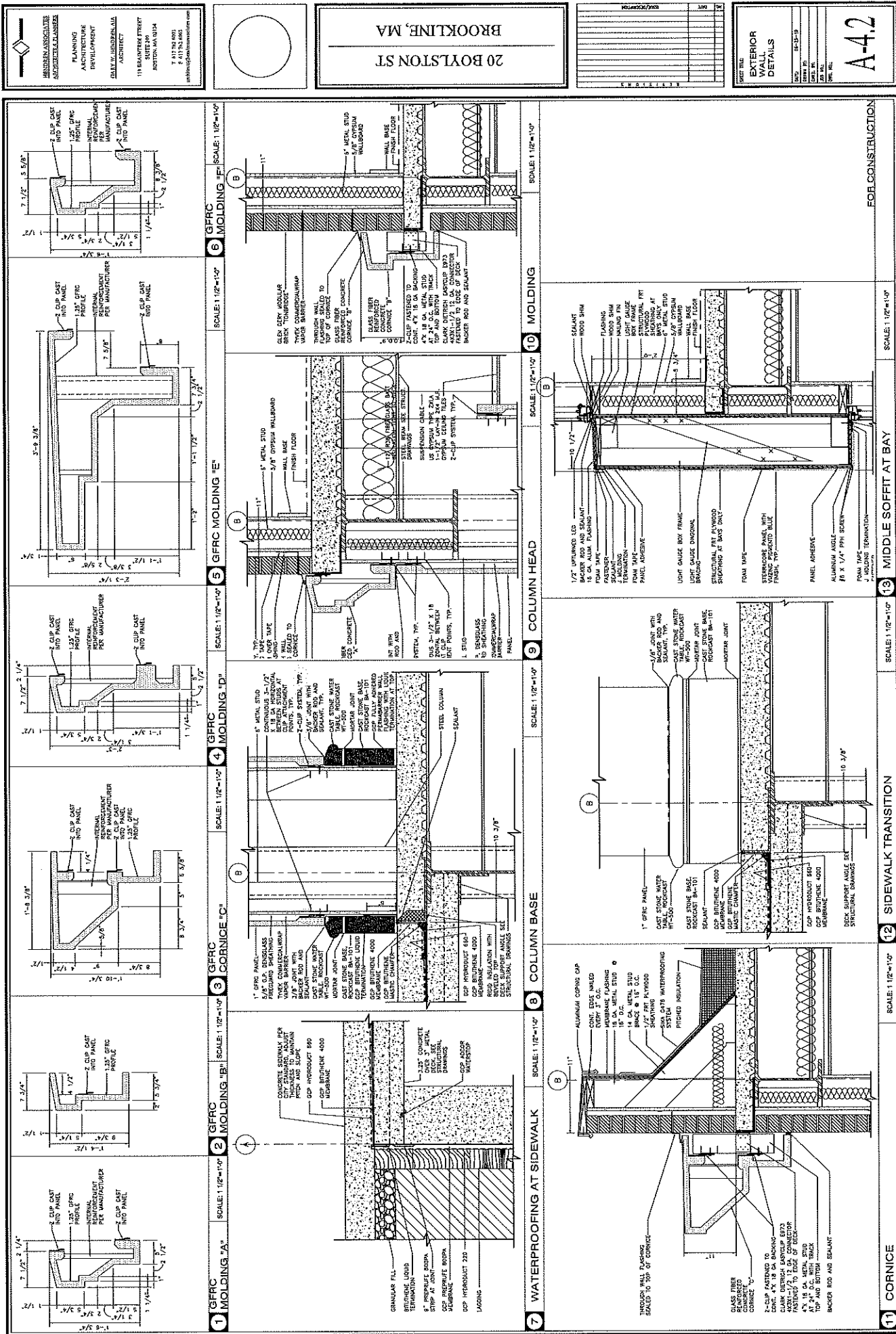
LINDERO ASSOCIATES
ARCHITECTS & PLANNERS

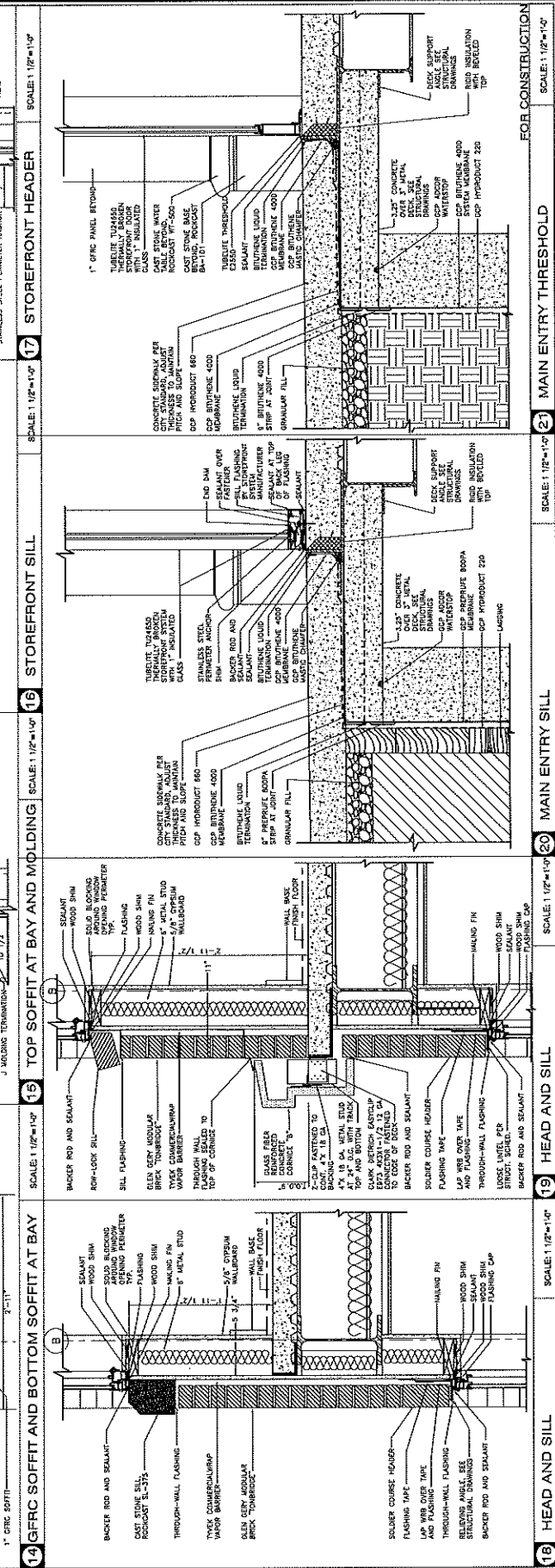
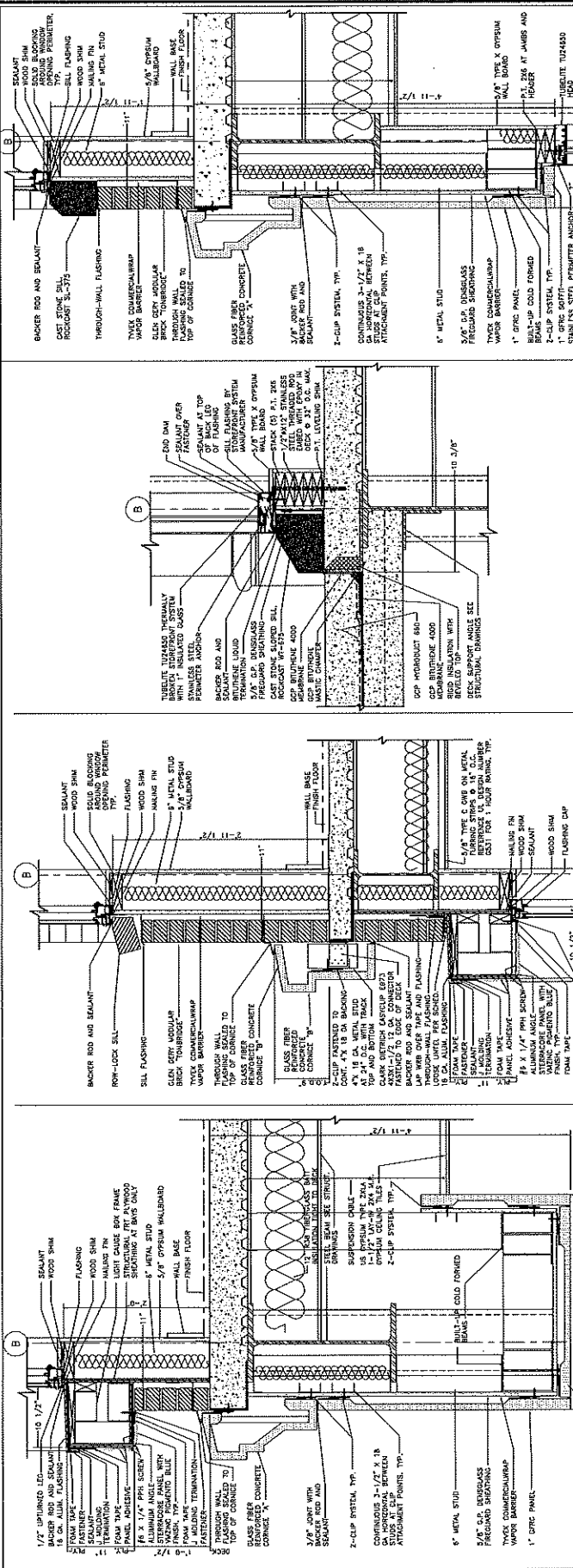
PLANNING
ARCHITECTURE
DRAFTSMANSHIP

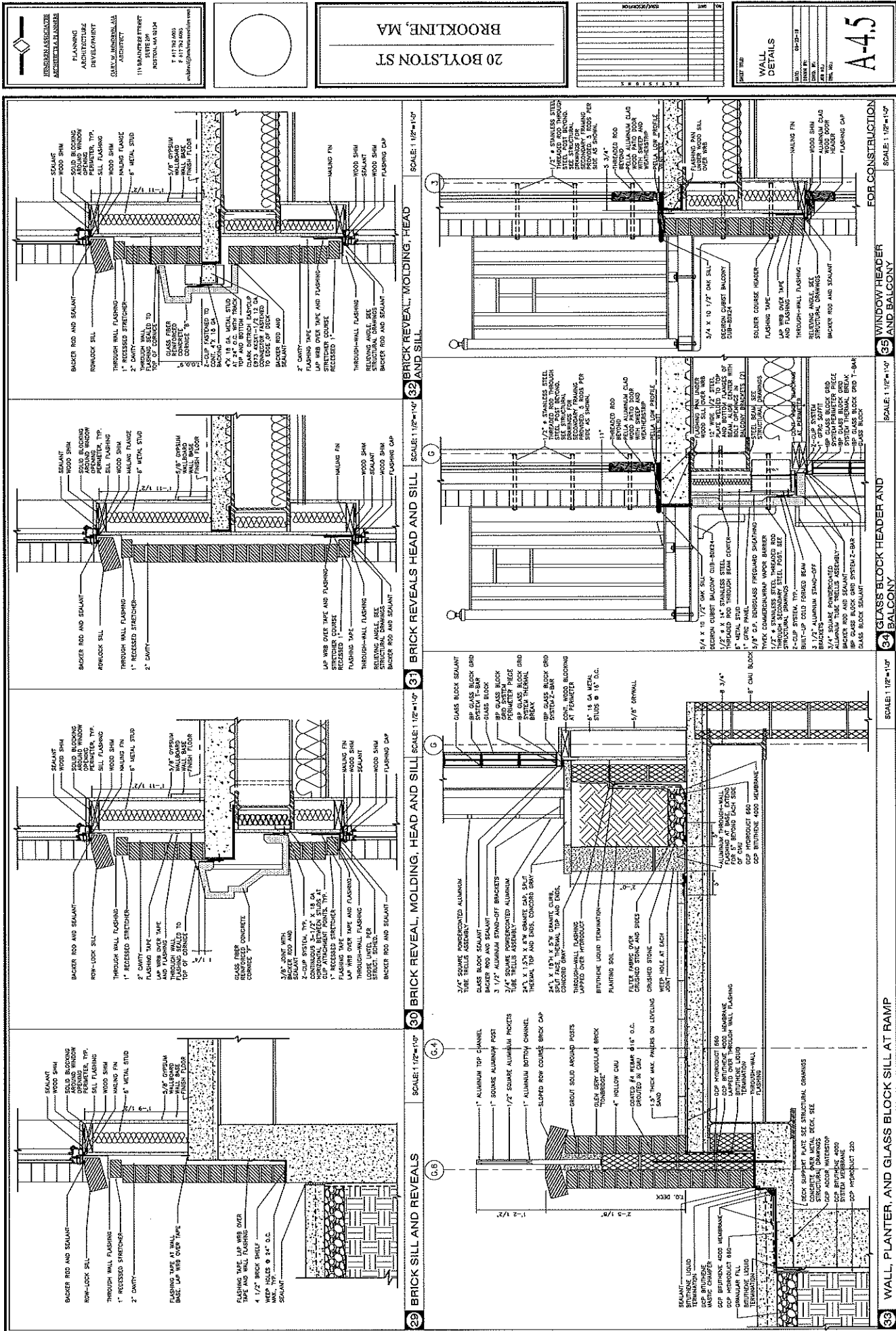
JERRY W. LINDERO, AIA
ARCHITECT

119 BRANTLEY STREET
SUITE 200
BOSTON, MA 02134

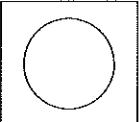
T 617 762 6661
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jwl@linderoassociates.com
jwl@linderoassociates.com



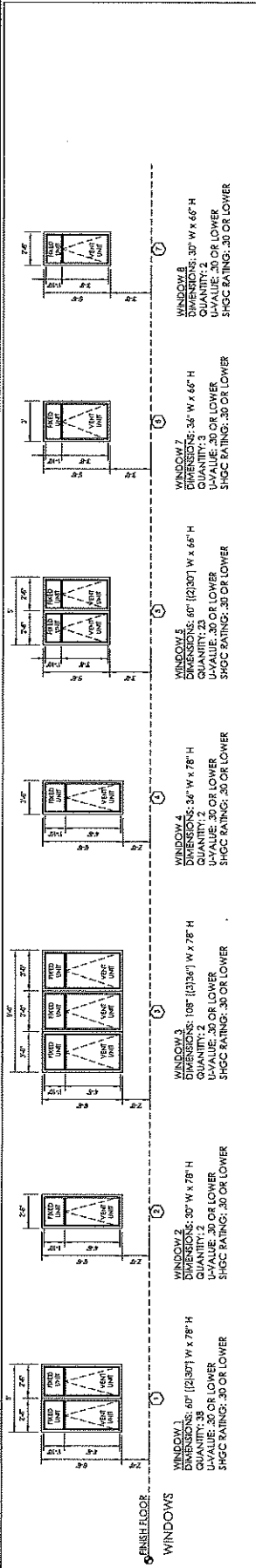




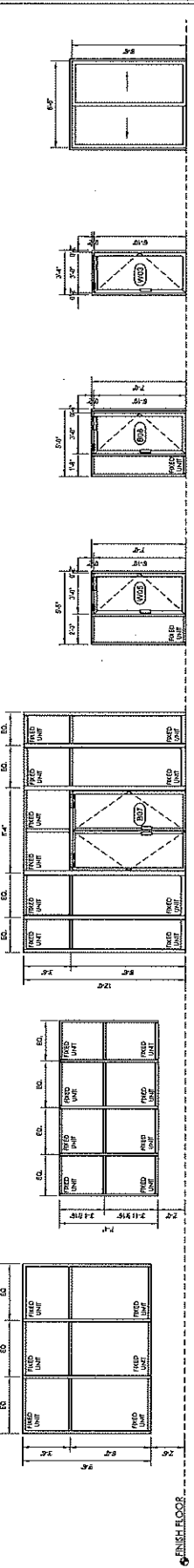
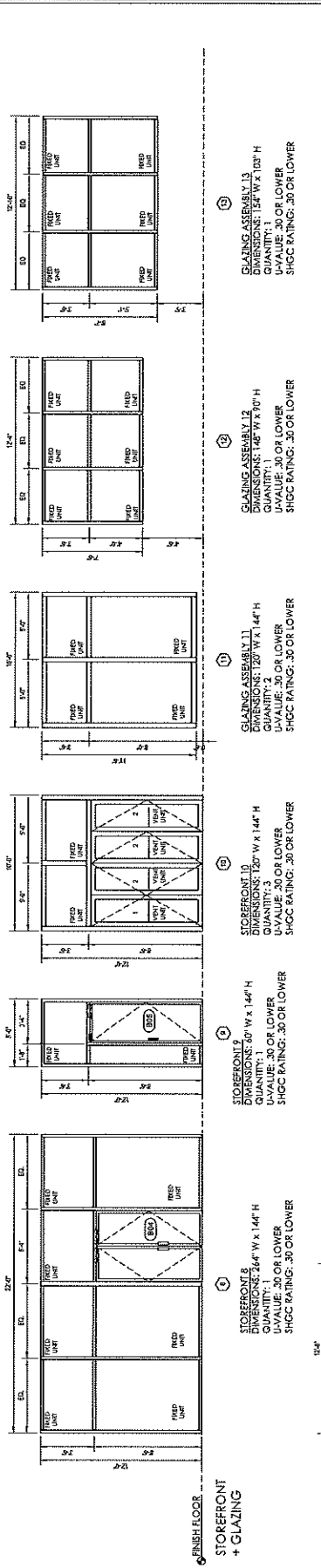




NO.	DATE	DESCRIPTION
1	11/15/2011	ISSUED FOR PERMIT



WINDOW NOTES:
1. OPERABLE WINDOWS WITH WINDOW SILLS AT OR BELOW 24" FROM FINISH FLOOR AND 72" ABOVE EXTERIOR GRADE REQUIRE LIMITING HARDWARE SO THAT A 4" DIAMETER SPHERE CANNOT PASS THROUGH.
2. UNLESS OTHERWISE NOTED, ALL WINDOWS SHALL BE 0.33 U-VALUE AND 0.53 SHGC.
3. ALL WINDOWS TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
4. ALL ROUGH OPENING DIMENSIONS TO BE VERIFIED IN FIELD BY INSTALLER.
5. 72 WINDOWS IN TOTAL.



STOREFRONT NOTES:
1. GLASS TO BE 1" INSULATED UNITS WITH 1/4" CLEAR LOW E GLASS (MIN. U-VALUE = 0.30, MIN. SHGC = 0.53).
2. ALL STOREFRONT OPENING DIMENSIONS TO BE VERIFIED IN FIELD BY INSTALLER.
3. STOREFRONT INSTALLER TO VERIFY REQUIRED FASTENERS, CONNECTIONS AND EXTERIOR SUPPORTING STRUCTURAL MEMBERS MEET WIND LOADING REQUIREMENTS FOR NEW STOREFRONT SYSTEMS.



HARSH ASSOCIATES

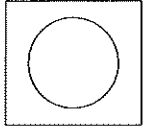
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DAVID J. HARSH, AIA
ARCHITECT

DAVID J. HARSH, AIA
ARCHITECT



20 Boylston Street
Brookline, MA

DATE	10/10/10
BY	JPH
CHECKED BY	JPH
DATE	10/10/10

DOOR
SCHEDULE

DATE: 10/10/10
BY: JPH
CHECKED BY: JPH
DATE: 10/10/10

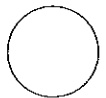
A-6.1

DOOR AND FRAME SCHEDULE										DOOR AND FRAME SCHEDULE									
DOOR NO.	LOCATION	LEAF	SIZE			TYPE	FINISH	FRAME	COMMENTS	DOOR NO.	LOCATION	LEAF	SIZE			TYPE	FINISH	FRAME	COMMENTS
			W	H	T								W	H	T				
STOREROOM NOTES																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
HARDWARE SETS																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
HARDWARE NOTES																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
INTERIOR DOORS																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
DOOR NOTES																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
EXTERIOR STEEL DOORS																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
OPERABLE PARTITION																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
INTERIOR DOOR/PASSAGE DETAILS																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
THRESHOLD DETAIL																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			
CONSTRUCTION SET																			
1. ALL DOORS TO BE INSTALLED WITH 1" MIN. CLEARANCE TO ADJACENT WALLS AND FLOORS.																			



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20 Boylston Street
Brookline, MA

[illegible]

ROOM
FINISH
CHEDULE

NAME: G. HENDREN

A-6.2

CONSTRUCTION SET

ROOM FINISH SCHEDULE									
Number	Name	Foot Print	WALL FINISHES				Height	Comments	
			N	S	E	W			
B-310	BEDROOM 2	WD	PT	PT	PT	PT	8'-0"		
B-311	CLOSET 3	WD	PT	PT	PT	PT	8'-0"		
B-312	BEDROOM 3	WD	PT	PT	PT	PT	8'-0"		
B-313	CLOSET 4	WD	PT	PT	PT	PT	8'-0"		
B-314	STAIRWAY 1	WD	PT	PT	PT	PT	8'-0"		
B-315	HALLWAY	WD	PT	PT	PT	PT	8'-0"		
B-316	HALLWAY	WD	PT	PT	PT	PT	8'-0"		
B-317	LINEN	WD	PT	PT	PT	PT	8'-0"		
B-318	ENTRY WAY	WD	PT	PT	PT	PT	8'-0"		
B-319	KITCHEN	TILE	PT/ITL	PT/ITL	PT/ITL	PT/ITL	8'-0"	The Backsplash	
C-301	CLOSET 1	WD	PT	PT	PT	PT	8'-0"		
C-302	CLOSET 2	WD	PT	PT	PT	PT	8'-0"		
C-303	LONG + DINING	WD	PT	PT	PT	PT	8'-0"		
C-304	BEDROOM 3	WD	PT	PT	PT	PT	8'-0"		
C-305	CLOSET 5	WD	PT	PT	PT	PT	8'-0"		
C-306	CLOSET 6	WD	PT	PT	PT	PT	8'-0"		
C-307	MCH	CONC	PT	PT	PT	PT	8'-0"		
C-308	CLOSET 7	WD	PT	PT	PT	PT	8'-0"		
C-309	CLOSET 8	WD	PT	PT	PT	PT	8'-0"		
C-310	LAUNDRY	WD	PT	PT	PT	PT	8'-0"		
C-311	LAUNDRY	WD	PT	PT	PT	PT	8'-0"		
C-312	BEDROOM 2	WD	PT	PT	PT	PT	8'-0"		
C-313	BEDROOM 1	WD	PT	PT	PT	PT	8'-0"		
C-314	CLOSET 3	WD	PT	PT	PT	PT	8'-0"		
C-315	BATH 2	TILE	TILE	TILE	TILE	TILE	8'-0"		
C-316	BATH 1	TILE	TILE	TILE	TILE	TILE	8'-0"		
C-317	BATH 1	WD	PT	PT	PT	PT	8'-0"		
C-318	CLOSET 4	WD	PT	PT	PT	PT	8'-0"		
C-319	CLOSET 5	WD	PT	PT	PT	PT	8'-0"		
C-320	CLOSET 6	WD	PT	PT	PT	PT	8'-0"		
C-321	CLOSET 7	WD	PT	PT	PT	PT	8'-0"		
C-322	CLOSET 8	WD	PT	PT	PT	PT	8'-0"		
C-323	CLOSET 9	WD	PT	PT	PT	PT	8'-0"		
C-324	CLOSET 10	WD	PT	PT	PT	PT	8'-0"		
C-325	CLOSET 11	WD	PT	PT	PT	PT	8'-0"		
C-326	CLOSET 12	WD	PT	PT	PT	PT	8'-0"		
C-327	CLOSET 13	WD	PT	PT	PT	PT	8'-0"		
C-328	CLOSET 14	WD	PT	PT	PT	PT	8'-0"		
C-329	CLOSET 15	WD	PT	PT	PT	PT	8'-0"		
C-330	CLOSET 16	WD	PT	PT	PT	PT	8'-0"		
C-331	CLOSET 17	WD	PT	PT	PT	PT	8'-0"		
C-332	CLOSET 18	WD	PT	PT	PT	PT	8'-0"		
C-333	CLOSET 19	WD	PT	PT	PT	PT	8'-0"		
C-334	CLOSET 20	WD	PT	PT	PT	PT	8'-0"		
C-335	CLOSET 21	WD	PT	PT	PT	PT	8'-0"		
C-336	CLOSET 22	WD	PT	PT	PT	PT	8'-0"		
C-337	CLOSET 23	WD	PT	PT	PT	PT	8'-0"		
C-338	CLOSET 24	WD	PT	PT	PT	PT	8'-0"		
C-339	CLOSET 25	WD	PT	PT	PT	PT	8'-0"		
C-340	CLOSET 26	WD	PT	PT	PT	PT	8'-0"		
C-341	CLOSET 27	WD	PT	PT	PT	PT	8'-0"		
C-342	CLOSET 28	WD	PT	PT	PT	PT	8'-0"		
C-343	CLOSET 29	WD	PT	PT	PT	PT	8'-0"		
C-344	CLOSET 30	WD	PT	PT	PT	PT	8'-0"		
C-345	CLOSET 31	WD	PT	PT	PT	PT	8'-0"		
C-346	CLOSET 32	WD	PT	PT	PT	PT	8'-0"		
C-347	CLOSET 33	WD	PT	PT	PT	PT	8'-0"		
C-348	CLOSET 34	WD	PT	PT	PT	PT	8'-0"		
C-349	CLOSET 35	WD	PT	PT	PT	PT	8'-0"		
C-350	CLOSET 36	WD	PT	PT	PT	PT	8'-0"		
C-351	CLOSET 37	WD	PT	PT	PT	PT	8'-0"		
C-352	CLOSET 38	WD	PT	PT	PT	PT	8'-0"		
C-353	CLOSET 39	WD	PT	PT	PT	PT	8'-0"		
C-354	CLOSET 40	WD	PT	PT	PT	PT	8'-0"		
C-355	CLOSET 41	WD	PT	PT	PT	PT	8'-0"		
C-356	CLOSET 42	WD	PT	PT	PT	PT	8'-0"		
C-357	CLOSET 43	WD	PT	PT	PT	PT	8'-0"		
C-358	CLOSET 44	WD	PT	PT	PT	PT	8'-0"		
C-359	CLOSET 45	WD	PT	PT	PT	PT	8'-0"		
C-360	CLOSET 46	WD	PT	PT	PT	PT	8'-0"		
C-361	CLOSET 47	WD	PT	PT	PT	PT	8'-0"		
C-362	CLOSET 48	WD	PT	PT	PT	PT	8'-0"		
C-363	CLOSET 49	WD	PT	PT	PT	PT	8'-0"		
C-364	CLOSET 50	WD	PT	PT	PT	PT	8'-0"		
C-365	CLOSET 51	WD	PT	PT	PT	PT	8'-0"		
C-366	CLOSET 52	WD	PT	PT	PT	PT	8'-0"		
C-367	CLOSET 53	WD	PT	PT	PT	PT	8'-0"		
C-368	CLOSET 54	WD	PT	PT	PT	PT	8'-0"		
C-369	CLOSET 55	WD	PT	PT	PT	PT	8'-0"		
C-370	CLOSET 56	WD	PT	PT	PT	PT	8'-0"		
C-371	CLOSET 57	WD	PT	PT	PT	PT	8'-0"		
C-372	CLOSET 58	WD	PT	PT	PT	PT	8'-0"		
C-373	CLOSET 59	WD	PT	PT	PT	PT	8'-0"		
C-374	CLOSET 60	WD	PT	PT	PT	PT	8'-0"		
C-375	CLOSET 61	WD	PT	PT	PT	PT	8'-0"		
C-376	CLOSET 62	WD	PT	PT	PT	PT	8'-0"		
C-377	CLOSET 63	WD	PT	PT	PT	PT	8'-0"		
C-378	CLOSET 64	WD	PT	PT	PT	PT	8'-0"		
C-379	CLOSET 65	WD	PT	PT	PT	PT	8'-0"		
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C-381	CLOSET 67	WD	PT	PT	PT	PT	8'-0"		
C-382	CLOSET 68	WD	PT	PT	PT	PT	8'-0"		
C-383	CLOSET 69	WD	PT	PT	PT	PT	8'-0"		
C-384	CLOSET 70	WD	PT	PT	PT	PT	8'-0"		
C-385	CLOSET 71	WD	PT	PT	PT	PT	8'-0"		
C-386	CLOSET 72	WD	PT	PT	PT	PT	8'-0"		
C-387	CLOSET 73	WD	PT	PT	PT	PT	8'-0"		
C-388	CLOSET 74	WD	PT	PT	PT	PT	8'-0"		
C-389	CLOSET 75	WD	PT	PT	PT	PT	8'-0"		
C-390	CLOSET 76	WD	PT	PT	PT	PT	8'-0"		
C-391	CLOSET 77	WD	PT	PT	PT	PT	8'-0"		
C-392	CLOSET 78	WD	PT	PT	PT	PT	8'-0"		
C-393	CLOSET 79	WD	PT	PT	PT	PT	8'-0"		
C-394	CLOSET 80	WD	PT	PT	PT	PT	8'-0"		
C-395	CLOSET 81	WD	PT	PT	PT	PT	8'-0"		
C-396	CLOSET 82	WD	PT	PT	PT	PT	8'-0"		
C-397	CLOSET 83	WD	PT	PT	PT	PT	8'-0"		
C-398	CLOSET 84	WD	PT	PT	PT	PT	8'-0"		
C-399	CLOSET 85	WD	PT	PT	PT	PT	8'-0"		
C-400	CLOSET 86	WD	PT	PT	PT	PT	8'-0"		
C-401	CLOSET 87	WD	PT	PT	PT	PT	8'-0"		
C-402	CLOSET 88	WD	PT	PT	PT	PT	8'-0"		
C-403	CLOSET 89	WD	PT	PT	PT	PT	8'-0"		
C-404	CLOSET 90	WD	PT	PT	PT	PT	8'-0"		
C-405	CLOSET 91	WD	PT	PT	PT	PT	8'-0"		
C-406	CLOSET 92	WD	PT	PT	PT	PT	8'-0"		
C-407	CLOSET 93	WD	PT	PT	PT	PT	8'-0"		
C-408	CLOSET 94	WD	PT	PT	PT	PT	8'-0"		
C-409	CLOSET 95	WD	PT	PT	PT	PT	8'-0"		
C-410	CLOSET 96	WD	PT	PT	PT	PT	8'-0"		
C-411	CLOSET 97	WD	PT	PT	PT	PT	8'-0"		
C-412	CLOSET 98	WD	PT	PT	PT	PT	8'-0"		
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C-414	CLOSET 100	WD	PT	PT	PT	PT	8'-0"		
C-415	CLOSET 101	WD	PT	PT	PT	PT	8'-0"		
C-416	CLOSET 102	WD	PT	PT	PT	PT	8'-0"		
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C-420	CLOSET 106	WD	PT	PT	PT	PT	8'-0"		
C-421	CLOSET 107	WD	PT	PT	PT	PT	8'-0"		
C-422	CLOSET 108	WD	PT	PT	PT	PT	8'-0"		
C-423	CLOSET 109	WD	PT	PT	PT	PT	8'-0"		
C-424	CLOSET 110	WD	PT	PT	PT	PT	8'-0"		
C-425	CLOSET 111	WD	PT	PT	PT	PT	8'-0"		
C-426	CLOSET 112	WD	PT	PT	PT	PT	8'-0"		
C-427	CLOSET 113	WD	PT	PT	PT	PT	8'-0"		
C-428	CLOSET 114	WD	PT	PT	PT	PT	8'-0"		
C-429	CLOSET 115	WD	PT	PT	PT	PT	8'-0"		
C-430	CLOSET 116	WD	PT	PT	PT	PT	8'-0"		
C-431	CLOSET 117	WD	PT	PT	PT	PT	8'-0"		
C-432	CLOSET 118	WD	PT	PT	PT	PT	8'-0"		
C-433	CLOSET 119	WD	PT	PT	PT	PT	8'-0"		
C-434	CLOSET 120	WD	PT	PT	PT	PT	8'-0"		
C-435	CLOSET 121	WD	PT	PT	PT	PT	8'-0"		
C-436	CLOSET 122	WD	PT	PT	PT	PT	8'-0"		
C-437	CLOSET 123	WD	PT	PT	PT	PT	8'-0"		
C-438	CLOSET 124	WD	PT	PT	PT	PT	8'-0"		
C-439	CLOSET 125	WD	PT	PT	PT	PT	8'-0"		
C-440	CLOSET 126	WD	PT	PT	PT	PT	8'-0"		
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C-442	CLOSET 128	WD	PT	PT	PT	PT	8'-0"		
C-443	CLOSET 129	WD	PT	PT	PT	PT	8'-0"		
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C-449	CLOSET 135	WD	PT	PT	PT	PT	8'-0"		
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C-451	CLOSET 137	WD	PT	PT	PT	PT	8'-0"		
C-452	CLOSET 138	WD	PT	PT	PT	PT	8'-0"		
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C-454	CLOSET 140	WD	PT	PT	PT	PT	8'-0"		
C-455	CLOSET 141	WD	PT	PT	PT	PT	8'-0"		
C-456	CLOSET 142	WD	PT	PT	PT	PT	8'-0"		
C-457	CLOSET 143	WD	PT	PT	PT	PT	8'-0"		
C-458	CLOSET 144	WD	PT	PT	PT	PT	8'-0"		
C-459	CLOSET 145	WD	PT	PT	PT	PT	8'-0"		
C-460	CLOSET 146	WD	PT	PT	PT	PT	8'-0"		
C-461	CLOSET 147	WD	PT	PT	PT	PT	8'-0"		
C-462	CLOSET 148	WD	PT	PT	PT	PT	8'-0"		
C-463	CLOSET 149	WD	PT	PT	PT	PT	8'-0"		
C-464	CLOSET 150	WD	PT	PT	PT	PT	8'-0"		
C-465	CLOSET 151	WD	PT	PT	PT	PT	8'-0"		
C-466	CLOSET 152	WD	PT	PT	PT	PT	8'-0"		
C-467	CLOSET 153	WD	PT	PT	PT	PT	8'-0"		
C-468	CLOSET 154	WD	PT	PT	PT	PT	8'-0"		
C-469	CLOSET 155	WD	PT	PT	PT	PT	8'-0"		
C-470	CLOSET 156	WD	PT	PT	PT	PT	8'-0"		
C-471	CLOSET 157	WD	PT	PT	PT	PT	8'-0"		
C-472	CLOSET 158	WD	PT	PT	PT	PT	8'-0"		
C-473	CLOSET 159	WD	PT	PT	PT	PT	8'-0"		
C-474	CLOSET 160	WD	PT	PT	PT	PT	8'-0"		
C-475	CLOSET 161	WD	PT	PT	PT	PT	8'-0"		
C-476	CLOSET 162	WD	PT	PT	PT	PT	8'-0"		
C-477	CLOSET 163	WD	PT	PT	PT	PT	8'-0"		
C-478	CLOSET 164	WD	PT	PT	PT	PT	8'-0"		
C-479	CLOSET 165								

ROOM FINISH SCHEDULE									
Number	Name	Plan Finish	xi	WALL FINISHES			Height	Comments	
				S	E	W			
A-207	DEN	WD	PT	PT	PT	PT	9'-0"		
A-208	CLOSET 2	WD	PT	PT	PT	PT	9'-0"		
A-209	LAUNDRY	VCT	PT	PT	PT	PT	9'-0"		
A-210	CLOSET 1	WD	PT	PT	PT	PT	9'-0"		
A-211	CLOSET 2	CONC	PT	E	PT	E	9'-0"		
A-212	CLOSET 1	WD	PT	PT	PT	PT	9'-0"		
B-201	ENTRY WAY	WD	PT	PT	PT	PT	9'-0"		
B-202	MECH.	CONC	PT	PT	PT	PT	9'-0"		
B-203	PANTRY	WD	PT	PT	PT	PT	9'-0"		
B-204	KITCHEN	WD	PT	PT	PT	PT	9'-0"		
B-205	KITCHEN	W2	PT/PTILE	PT/PTILE	PT/PTILE	PT/PTILE	9'-0"	The Backsplash	
B-206	LIVING ROOM	WD	PT	PT	PT	PT	9'-0"		
B-207	CLOSET 3	WD	PT	PT	PT	PT	9'-0"		
B-208	CLOSET 2	VCT	PT	PT	PT	PT	9'-0"		
B-209	BATHROOM 1	WD	PT	PT	PT	PT	9'-0"		
B-210	BATHROOM 1	WCT	PT	PT	PT	PT	9'-0"		
B-211	CLOSET 4	WD	PT	PT	PT	PT	9'-0"		
B-212	BEDROOM 2	WD	PT	PT	PT	PT	9'-0"		
B-213	CLOSET 5	WD	PT	PT	PT	PT	9'-0"		
B-214	CLOSET 6	WD	PT	PT	PT	PT	9'-0"		
B-215	CLOSET 7	WD	PT	PT	PT	PT	9'-0"		
B-216	CLOSET 3	WD	PT	PT	PT	PT	9'-0"		
B-217	BATHROOM 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-218	CLOSET 4	WD	PT	PT	PT	PT	9'-0"		
B-219	ENTRY WAY	WD	PT	PT	PT	PT	9'-0"		
C-201	KITCHEN	TILE	PT/PTILE	PT/PTILE	PT/PTILE	PT/PTILE	9'-0"	The Backsplash	
C-202	KITCHEN	WD	PT	PT	PT	PT	9'-0"		
C-203	LIVING AREA	WD	PT	PT	PT	PT	9'-0"		
C-204	BEDROOM 1	WD	PT	PT	PT	PT	9'-0"		
C-205	CLOSET 2	WD	PT	PT	PT	PT	9'-0"		
C-206	MECH	CONC	PT	PT	PT	PT	9'-0"		
C-207	MECH	CONC	PT	PT	PT	PT	9'-0"		
C-208	LAUNDRY	VCT	PT	PT	PT	PT	9'-0"		
C-209	CLOSET 1	TILE	TILE	TILE	TILE	TILE	9'-0"		
C-210	CLOSET 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
C-211	ENTRY WAY	WD	PT	PT	PT	PT	9'-0"		
C-212	ENTRY WAY	WD	PT	PT	PT	PT	9'-0"		
C-213	LAUNDRY	VCT	PT	PT	PT	PT	9'-0"		
C-214	BATH 1	TILE	TILE	TILE	TILE	TILE	9'-0"		
C-215	BATH 1	WD	PT	PT	PT	PT	9'-0"		
C-216	CLOSET 2	WD	PT	PT	PT	PT	9'-0"		
C-217	CLOSET 3	WD	PT	PT	PT	PT	9'-0"		
C-218	MECH	CONC	PT	PT	PT	PT	9'-0"		
D-201	KITCHEN	TILE	PT/PTILE	PT/PTILE	PT/PTILE	PT/PTILE	9'-0"	The Backsplash	
D-202	LIVING ROOM	WD	PT	PT	PT	PT	9'-0"		
D-203	CLOSET 1	WD	PT	PT	PT	PT	9'-0"		
D-204	BATH 1	TILE	TILE	TILE	TILE	TILE	9'-0"		
D-205	CLOSET 2	WD	PT	PT	PT	PT	9'-0"		
D-206	CLOSET 3	WD	PT	PT	PT	PT	9'-0"		
D-207	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
E-201	ENTRY WAY	WD	PT	PT	PT	PT	9'-0"		
E-202	LAUNDRY	VCT	PT	PT	PT	PT	9'-0"		
E-203	KITCHEN	TILE	PT/PTILE	PT/PTILE	PT/PTILE	PT/PTILE	9'-0"	The Backsplash	
E-204	BATH 1	TILE	TILE	TILE	TILE	TILE	9'-0"		
E-205	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
E-206	BEDROOM 2	WD	PT	PT	PT	PT	9'-0"		
E-207	CLOSET 4	WD	PT	PT	PT	PT	9'-0"		
E-208	CLOSET 5	WD	PT	PT	PT	PT	9'-0"		
E-209	CLOSET 6	WD	PT	PT	PT	PT	9'-0"		
E-210	BEDROOM 1	WD	PT	PT	PT	PT	9'-0"		
E-211	CLOSET 3	WD	PT	PT	PT	PT	9'-0"		
E-212	CLOSET 1	WD	PT	PT	PT	PT	9'-0"		
E-213	MECH	CONC	PT	PT	PT	PT	9'-0"		
E-214	MECH	CONC	PT	PT	PT	PT	9'-0"		
E-215	HALLWAY	WD	PT	PT	PT	PT	9'-0"		
E-216	HALLWAY	WD	PT	PT	PT	PT	9'-0"		
E-217	HALLWAY	WD	PT	PT	PT	PT	9'-0"		
E-218	STARWAY 3	CONC	PT	PT	PT	PT	10'-0"		
E-219	STARWAY 4	CONC	PT	PT	PT	PT	10'-0"		
6. Third Floor									
A-301	ENTRY WAY	WD	PT	PT	PT	PT	9'-0"		
A-302	LIVING	WD	PT	PT	PT	PT	9'-0"		
A-303	KITCHEN	TILE	PT/PTILE	PT/PTILE	PT/PTILE	PT/PTILE	9'-0"	The Backsplash	
A-304	BEDROOM 1	WD	PT	PT	PT	PT	9'-0"		
A-305	CLOSET 2	WD	PT	PT	PT	PT	9'-0"		
A-306	BEDROOM 2	WD	PT	PT	PT	PT	9'-0"		
A-307	CLOSET 3	WD	PT	PT	PT	PT	9'-0"		
A-308	CLOSET 4	WD	PT	PT	PT	PT	9'-0"		
A-309	LAUNDRY	VCT	PT	PT	PT	PT	9'-0"		
A-310	BEDROOM 3	WD	PT	PT	PT	PT	9'-0"		
A-311	BEDROOM 3	WD	PT	PT	PT	PT	9'-0"		
A-312	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
A-313	MECH	CONC	PT	PT	PT	PT	9'-0"		
A-314	BATHROOM 1	WD	PT	PT	PT	PT	9'-0"		
A-315	KITCHEN	TILE	PT/PTILE	PT/PTILE	PT/PTILE	PT/PTILE	9'-0"	The Backsplash	
A-316	KITCHEN	TILE	PT/PTILE	PT/PTILE	PT/PTILE	PT/PTILE	9'-0"		
B-301	CLOS 1	WD	PT	PT	PT	PT	9'-0"		
B-302	CLOS 1	WD	PT	PT	PT	PT	9'-0"		
B-303	MECH	CONC	PT	PT	PT	PT	9'-0"		
B-304	MECH	CONC	PT	PT	PT	PT	9'-0"		
B-305	LIVING	WD	PT	PT	PT	PT	9'-0"		
B-306	LAUNDRY	VCT	PT	PT	PT	PT	9'-0"		
B-307	BEDROOM 1	WD	PT	PT	PT	PT	9'-0"		
B-308	BEDROOM 1	WD	PT	PT	PT	PT	9'-0"		
B-309	CLOSET 2	WD	PT	PT	PT	PT	9'-0"		
B-310	CLOSET 2	WD	PT	PT	PT	PT	9'-0"		
B-311	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-312	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-313	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-314	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-315	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-316	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-317	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-318	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-319	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-320	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-321	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-322	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-323	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-324	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-325	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-326	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-327	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-328	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-329	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-330	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-331	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-332	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-333	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-334	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-335	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-336	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-337	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-338	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-339	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-340	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-341	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-342	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-343	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-344	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-345	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-346	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-347	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-348	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-349	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-350	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-351	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-352	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-353	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-354	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-355	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-356	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-357	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-358	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-359	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-360	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-361	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-362	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-363	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-364	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-365	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-366	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-367	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-368	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-369	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-370	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-371	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-372	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-373	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-374	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-375	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-376	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-377	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-378	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-379	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-380	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-381	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-382	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-383	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-384	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-385	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-386	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-387	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-388	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-389	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-390	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-391	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-392	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-393	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-394	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-395	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-396	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-397	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-398	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-399	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-400	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-401	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-402	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-403	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-404	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-405	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-406	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-407	BATH 2	TILE	TILE	TILE	TILE	TILE	9'-0"		
B-408	BATH 2	TILE							

ROOM FINISH SCHEDULE												
Number	Name	Part Finish	WALL FINISHES					Height	Comments			
			N	S	E	W						
1. Grange Lobby												
G-02	TELEV. ED.	CONC	PT	PT	PT	PT	PT	10'-0"	Sealed			
G-03	STORAGE	CONC	PT	PT	PT	PT	PT	10'-0"				
G-04	STORAGE	CONC	PT	PT	PT	PT	PT	10'-0"				
G-05	STAIRWAY	CONC	PT	PT	PT	PT	PT	10'-0"				
G-06	STAIRWAY	CONC	PT	PT	PT	PT	PT	10'-0"				
2. Broken End												
B-01	RETAIL SPACE	CONC	PT	PT	PT	PT	PT	14'-0"	Sealed			
B-02	LOBBY	TILE	WP	WP	WP	WP	WP	10'-0"				
B-03	THRASH ROOM	CONC	PT	PT	PT	PT	PT	9'-0"				
B-04	LOBBY	TILE	WP	WP	WP	WP	WP	9'-0"				
B-05	POWDER ROOM	TILE	WP	WP	WP	WP	WP	9'-0"				
4. First Floor												
F-01	ENTRY WAY	WD	PT	PT	PT	PT	PT	9'-0"	The Backsplash			
F-02	KITCHEN	TILE	PT	PT	PT	PT	PT	9'-0"				
F-03	LIVING ROOM	WD	PT	PT	PT	PT	PT	9'-0"				
F-04	BEDROOM 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-05	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-06	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-07	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-08	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-09	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-10	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-11	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-12	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-13	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-14	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-15	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-16	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-17	BATHROOM 2	TILE	TILE	TILE	TILE	TILE	TILE	9'-0"				
F-18	ENTRY WAY	WD	PT	PT	PT	PT	PT	9'-0"				
F-19	KITCHEN	TILE	PT	PT	PT	PT	PT	9'-0"				
F-20	KITCHEN	TILE	PT	PT	PT	PT	PT	9'-0"				
F-013	LIVING ROOM	WD	PT	PT	PT	PT	PT	9'-0"	The Backsplash			
F-014	ALCOVE	WD	PT	PT	PT	PT	PT	9'-0"				
F-015	CLOSET 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-016	CLOSET 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-017	LAUNDRY	WD	PT	PT	PT	PT	PT	9'-0"				
F-018	BATH 1	TILE	TILE	TILE	TILE	TILE	TILE	9'-0"				
F-019	BATH 1	TILE	TILE	TILE	TILE	TILE	TILE	9'-0"				
F-020	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-021	ENTRY WAY	WD	PT	PT	PT	PT	PT	9'-0"				
F-022	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-023	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-024	BATH 1	TILE	TILE	TILE	TILE	TILE	TILE	9'-0"				
F-025	MCH	CONC	PT	PT	PT	PT	PT	9'-0"				
F-026	BEDROOM 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-027	CLOSET 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-028	CLOSET 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-029	CLOSET 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-030	CLOSET 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-031	BEDROOM 1	WD	PT	PT	PT	PT	PT	9'-0"		The Backsplash		
F-032	CLOSET 4	WD	PT	PT	PT	PT	PT	9'-0"				
F-033	BATH 2	TILE	TILE	TILE	TILE	TILE	TILE	9'-0"				
F-034	BATH 2	TILE	TILE	TILE	TILE	TILE	TILE	9'-0"				
F-035	ENTRY WAY	WD	PT	PT	PT	PT	PT	9'-0"				
F-036	LAUNDRY	WD	PT	PT	PT	PT	PT	9'-0"				
F-037	LAUNDRY	WD	PT	PT	PT	PT	PT	9'-0"				
F-038	KITCHEN	TILE	PT	PT	PT	PT	PT	9'-0"				
F-039	KITCHEN	TILE	PT	PT	PT	PT	PT	9'-0"				
F-040	BATH 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-041	BEDROOM 1	WD	PT	PT	PT	PT	PT	9'-0"				
F-042	CLOSET 3	WD	PT	PT	PT	PT	PT	9'-0"				
F-043	CLOSET 3	WD	PT	PT	PT	PT	PT	9'-0"				
F-044	CLOSET 3	WD	PT	PT	PT	PT	PT	9'-0"				
F-045	CLOSET 4	WD	PT	PT	PT	PT	PT	9'-0"				
F-046	BEDROOM 2	WD	PT	PT	PT	PT	PT	9'-0"				
F-047	CLOSET 3	WD	PT	PT	PT	PT	PT	9'-0"				
F-048	CLOSET 3	WD	PT	PT	PT	PT	PT	9'-0"				
F-049	CLOSET 3	WD	PT	PT	PT	PT	PT	9'-0"				
F-050	CLOSET 3	WD	PT	PT	PT	PT	PT	9'-0"				
5. Second Floor												
S-01	ENTRY WAY	WD	PT	PT	PT	PT	PT	9'-0"	The Backsplash			
S-02	KITCHEN	TILE	PT	PT	PT	PT	PT	9'-0"				
S-03	LIVING ROOM	WD	PT	PT	PT	PT	PT	9'-0"				
S-04	BEDROOM 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-05	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-06	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-07	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-08	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-09	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-10	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-11	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-12	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-13	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-14	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-15	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-16	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-17	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-18	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-19	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				
S-20	CLOSET 1	WD	PT	PT	PT	PT	PT	9'-0"				

ARTICLE 14FOURTEENTH ARTICLE

Submitted by: Jonathan Davis, Town Meeting Member, Precinct 10

To see if the Town will amend Article 3.12 of the Town's General By-Laws (Department of Planning and Community Development) by amending Section 3.12.10 as follows (additions are underscored):

Section 3.12.10 ECONOMIC DEVELOPMENT ADVISORY BOARD

The Select Board shall appoint twelve residents to serve on the Economic Development Advisory board (EDAB) for three year staggered terms. The present members of EDAB shall continue to serve for the remaining terms of their appointments. EDAB shall review the economic development, redevelopment and renewal policies of the town, and all modifications and amendments thereto proposed by the Division, and shall make its recommendations and reports to the Director, the Town Administrator and the Select Board. EDAB may also initiate recommendations for amending or modifying the town's development, redevelopment and renewal policies and may make recommendations for changes in the town's economic development strategy. If an organization or group that is not an agency, department, commission, board, committee, instrumentality or otherwise part of the government of the Town or the government of the Commonwealth makes a recommendation (orally or in writing) to EDAB, and if the recommendation relates, in whole or in part, to a matter upon which EDAB will be taking a vote, each member of EDAB who will vote shall inform the chair or acting chair of the meeting if the EDAB member is also a member of or otherwise belongs to the organization or group, and EDAB's minutes shall specify the vote of each EDAB member, specify which EDAB members are also members of or otherwise belong to the organization or group, and state whether a member's vote was consistent or not consistent with the organization's or group's recommendation.

or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This is a good government Article. It is intended to promote the value of governmental transparency.

In the Spring an advocacy group publicized itself to Town Meeting members and identified two of its leading members as also being members of EDAB. The group also adopted for itself a slogan EDAB has been using for years. The publicizing traded on the reputation of EDAB. Also, it implied that the group has influence within EDAB.

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This has raised the following generalized and natural questions: If an EDAB member, appointed by the Select Board, also belongs to a private group and the group lobbies EDAB to take a position on something, has the EDAB member already made up his or her mind, by virtue of membership in the lobbying group, before EDAB deliberates and votes? How independent is the EDAB member from the lobbying group? How independent is EDAB from the lobbying group?

By analogy, if a judge belongs to a law firm that's arguing a case before her, it's reasonable to be concerned. If members of a government committee also belong to an organization that is lobbying the committee for or against a particular decision, it's reasonable to be concerned.

This Article requires EDAB members who are members of or who otherwise belong to a private organization or group which makes a recommendation to EDAB that relates, directly or indirectly (pro, con or mixed), to something EDAB will vote upon, to inform the chair or acting chair of EDAB of the EDAB member's membership in or otherwise belonging to the private organization or group; for EDAB's minutes to state how each EDAB member voted on the question; to identify which EDAB voting members are also members of or otherwise belong to the private organization or group that made the recommendation; and to state whether an EDAB member's vote is consistent or not consistent with the recommendation of the private organization or group.

The purpose is to see if, over time, data emerges that enables the public to determine if a lobbying group has inside influence due to overlapping membership.

This Article does not prohibit EDAB members from belonging to any private organization or group that makes a recommendation to EDAB.

Also, the Article does not recuse EDAB members who belong to a private organization or group from voting on a matter that the private organization or group has lobbied EDAB about.

Also, the Article does not punish EDAB, unless one thinks that providing the public with previously unavailable or hard to acquire information is a punishment.

However, this Article does call for transparency and sunlight, which are strong Brookline values.

The petitioner also hopes that this Article may encourage other Town boards and committees to voluntarily adopt similar or even stronger rules of transparency.

SELECT BOARD'S RECOMMENDATION

12.A.

November 16, 2021 Special Town Meeting

14-3

ADVISORY COMMITTEE'S RECOMMENDATION

XXX

BROOKLINE

ECONOMIC DEVELOPMENT ADVISORY BOARD



Anne R. Meyers, Co-Chair
 Paul Saner, Co-Chair
 Cliff Brown
 Derrick Choi
 Alan Christ
 Susan Houston
 Kenneth Lewis
 Carol Levin
 Thomas Nally
 Marilyn Newman
 Alden Raine
 Sandi Silk

Date: October 3, 2021
 To: Select Board, Advisory Committee
 From: Anne Meyers & Paul Saner, Economic Development Advisory Board
 Co-Chairs
 cc: Melissa Goff, Deputy Town Administrator
 Jonathan Davis, Petitioner of Warrant Article 14
 Re: Warrant Article 14

The Economic Development Advisory Board (EDAB) conducted two public hearings on Warrant Article 14, which proposes a change to our general by-law. The first occurred on September 13th before the warrant was approved by the Select Board, so EDAB did not hold a vote that night. A second hearing was held on September 29th and the Board approved the following motion by a roll call vote of 7-0-1:

Recommend to Town Meeting a Vote of No Action on Warrant Article 14, as the petitioner submitted the article, and to authorize the co-chairs to communicate with an explanation our Board's vote to Advisory, Select Board and for inclusion in the Combined Reports.

Jonathan Davis, the petitioner, was present at the September 13th hearing. His proposed change to EDAB's general by law would require that the meeting minutes of EDAB board votes record various disclosures in cases where board members are affiliated with non-Town advocacy groups.

[Minutes from the September 13th meeting](#) were approved at the beginning of the meeting on September 29. Materials available to EDAB prior to the September 13th hearing included a [memo](#) from two EDAB members and a [memo from Jonathan Davis](#). At the September 13th hearing, EDAB members and four members of the public who spoke voiced general opposition to the article, noting that it applies only to EDAB, and none of the other town Boards or Committees.

12.A.

EDAB received prior to the September 29th meeting another [supplemental memo from Jonathan Davis](#), EDAB member Alden Raine presented the following summary arguments for no action based on the September 13th minutes:

1. **EDAB singled out.** Warrant Article 14 would apply only to EDAB. EDAB is targeted because two of its members belong to Building a Better Brookline (BaBB). It is a common and appropriate practice for Town board or committee members to also belong to non-Town advocacy groups. Two examples of particular relevance:
 - The BaBB planning committee also includes members of four other Town boards, which would not be covered by Article 14.
 - Four members of the Advisory Committee's Subcommittee on Land Use and Zoning are on the Brookline by Design steering committee, another advocacy group.
2. **BaBB Name.** The Warrant Article 14 Explanation and the petitioner's other materials note that the words "Building a Better Brookline" were part of the EDAB letterhead. This was purely a coincidence, and the appearance of those words in EDAB's letterhead was not known by our two colleagues. To avoid any misperception, the words in question were dropped from the EDAB letterhead.
3. **Actual conduct.** Our colleagues have been completely transparent with this Board, twice discussing their BaBB involvement in EDAB meetings. Their involvement is also publicly disclosed on the BaBB website, with the disclaimer that they serve on BaBB in their personal capacities only.

EDAB has yet to take up an issue on which BaBB has taken a position. If and when that occurs, our colleagues have stated that they will, as a matter of course, again disclose their involvement in that organization, and any other information of relevance to their vote at EDAB.

Mike Toffel (TMM 8) was the only member of the public who spoke at the September 29th hearing. He indicated support for no action for the reasons Mr. Raine summarized and stated that he has three additional concerns:

1. The Article refers to an EDAB member's membership in an organization or group, and the Article 14 explanation refers to advocacy and lobbying groups, with no definition for these terms.
2. What if members refuse? Are there any consequences or documentation for refusing?
3. What if an organization speaks out only after the vote is recorded? Does the public body need to revisit the issue to solicit and document group memberships?

Please let us know if you have any questions about this.

To: Select Board

From: Jonathan Davis – Petitioner Article 14

October 26, 2021

SUBMISSION IN SUPPORT OF ARTICLE 14

This submission addresses the major objection to Article 14 that I've heard expressed at other hearings about the Article: namely, that Article 14 singles out EDAB.

Article 14 is pretty simple. It adds a sentence to By-Law sec. 3.10.12, the By-Law that creates EDAB. It requires EDAB to publicly disclose, in its minutes, overlapping memberships in EDAB and a private group when a private group asks EDAB to take a position on a matter that comes up for a vote, and to disclose whether EDAB's members voted consistently or not consistently with the private group's recommendation.

There are two purposes.

1 – To see whether, over time, a particular lobbying group or organization has influence over EDAB. If an EDAB member belongs to a private group or organization - has the EDAB member already made up his or her mind on something EDAB will be voting on? Has the EDAB member, as a member of the group or organization, already voted at the group or organization to take that lobbying position at EDAB? I think that could undermine EDAB's purpose which – I believe – is to give thoughtful, independent and open minded advice to the SB, the Town Administrator, and the Director of the Dept. of Planning and Community Development.

2 – Transparency. This is particularly important. Without Article 14, there is **no requirement** of making overlapping membership between EDAB and a lobbying group or organization known to the SB, Town Administrator, the Director, or to the general public.

Why Does Article 14 Single Out EDAB?

Article 14 singles out EDAB because EDAB has shown itself to be unique in its indifference and insensitivity to allowing the public to confuse EDAB with a private lobbying group. EDAB is singled out because EDAB has acted in a singular way.

The facts are not disputed by EDAB. On April 30th a lobbying group sent an email blast to Town Meeting Members identifying leading members of the group, several identified as belonging to Town committees and boards, including EDAB; **not stating** that the group's leading members who also sit on Town committees and boards were serving the lobbying group on their own initiative and not as part of their Town committee or board positions and functions; and **appropriating for its name** a slogan that had been part of the EDAB letterhead for over a decade. (The letterhead slogan has appeared on EDAB letters previously printed in Combined Reports). The appropriation of the EDAB letterhead slogan was particularly problematic because the group and EDAB were both using it for at least the previous six months. In early June I emailed EDAB about these problems, and about how they could lead the public to believe the private lobbying group was approved by EDAB and had a connection with EDAB. After my email EDAB responded that its members were serving at their own initiative (something not contained in the group's email blast), that the appropriation of EDAB's decade's old letterhead

slogan was unintentional and a coincidence, and that, in the future (that is, after my inquiry) EDAB would drop its decade's old letterhead slogan.

EDAB has 12 members. It strains credibility that all 12 were ignorant of their own letterhead. But, I do think that, until my email to EDAB, EDAB was unconcerned that the lobbying group's public use of the EDAB letterhead slogan, and also the group's not stating that its EDAB members were acting on their own initiative and not on behalf of EDAB, implied to the public a cozy relationship: that the lobbying group and EDAB had a special connection – whether of EDAB's approval or special influence inside EDAB.

If EDAB or its members had been concerned about public perception, EDAB or its members could have filed disclosures with the Select Board under MGL c. 268A sec. 23(b)(3) identifying the potential for the public to – in the words of the statute – conclude that the lobbying group could “improperly influence or unduly enjoy” EDAB's favor. This statutory provision is **not** limited to financial involvement. I have since made a public records request, and I understand that neither EDAB nor its members filed such a disclosure with the Select Board. This is a further indication of EDAB's unique indifference and insensitivity that the public could conflate a private lobbying group and EDAB.

Yes, Article 14 does single out EDAB – but with reason, based on EDAB's behavior. But, even so, Article 14 **does not ask a lot** of EDAB. Just to publicly disclose, in its minutes, overlapping memberships when a matter comes up for a vote and a private group asks EDAB to take a particular position, and whether members voted consistently or not with the private group's recommendation. **That's not a big ask to provide official public transparency where none currently exists, and where none is currently required.**

What about the fact that, **after** I emailed EDAB, EDAB dropped its more than decade-old letterhead slogan? Isn't that enough? No - it's beside the point. Article 14 applies when, **in the future, any private group or organization** lobbies EDAB to take a position and there is overlapping membership.

What about that the particular lobbying group has, by now, changed its website to include a “disclaimer” that its important persons who also sit on Town boards and committees serve on their own initiative and not on behalf of their boards and committees? Again, that's beside the point. Article 14 applies when, **in the future, any private group or organization** lobbies EDAB to take a position and there is overlapping membership.

Shouldn't Article 14 extend to all other boards and committees? This is a “perfect is the enemy of the good” argument. Even if Article 14 applies only to EDAB, it would create more public transparency than currently exists or is currently required. EDAB's behavior has been unique in its indifference and insensitivity to allowing the public to confuse EDAB with a private lobbying group. Also, nothing in Article 14 prevents a future town meeting from enacting Article 14-like requirements for other boards and committees. In any event, my idea was to see if Article 14 could be enacted, applying just to EDAB, and then for Article 14 to become a possible template for extensions to other boards and committees. There's ample justification for EDAB going first.

Comments on WA 14

Jonathan Klein <jklein728@gmail.com>

Tue 10/26/2021 10:38 AM

To: Heather A. Hamilton <hhamilton@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Bernard Greene <bgreene@brooklinema.gov>; Raul Fernandez <rfernandez@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>
Cc: Devon Fields <dfields@brooklinema.gov>

To the Select Board:

Although I hope to be present at your meeting this evening (Oct. 26) to comment in person, I may be delayed due to a personal matter, so I offer these comments in writing WA14. For full disclosure, I am a TMM for P10, an appointed member of the HAB, a member of the Board of Brookline for Everyone (a Massachusetts nonprofit organization), and a member of the Steering Committee and Planning Committee for Building a Better Brookline (an unincorporated voluntary association).

While I strongly support WA13, which applies to all committees established by Town Meeting (but which is not on your agenda tonight), I strongly oppose WA14, which, while it appears to be about transparency, seems to me to be an unwise singling out of a single Town board -- EDAB -- for a special disclosure rule. I don't see anything unique about EDAB to distinguish it from the many other Boards and Commissions in Town, including, for example, the HAB, on which I serve.

I have carefully reviewed the petitioner's explanation, and the detailed rebuttal from Paul Saner and Al Raine, and it is difficult to understand why this proposed Warrant Article is being directed at EDAB. If Mr. Davis' concern is with Building a Better Brookline, as it appears to be, then why is he not concerned about the BaBB Planning Committee members who serve on the HAB (myself and Jenny Raitt), the CDICR (Bob Lepson), the Transportation Board (Len Wholey), the Advisory Council on Public Health (Pat Maher). Or, while unrelated to BaBB, I wonder why Mr. Davis isn't also concerned with the members of the Brookline by Design Steering Committee who serve on the Advisory Committee and in particular on its Land Use Subcommittee?

While I would be willing to consider Mr. Davis' suggestions if applied across the board(s) -- pun intended -- I think that imposing different disclosure rules on each Town entity is not sensible, and there is no reason whatsoever to single out EDAB, as to which there is absolutely no evidence of impropriety or troubling conduct.

I strongly urge NO ACTION on Warrant Article 14.

Best regards,

Jonathan Klein

TMM P10

Member of Housing Advisory Board

Member of Building a Better Brookline Steering Committee and Planning Committee Member of Brookline for Everyone Board of Directors

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Anne R. Meyers
10 Bradford Terrace #2, Brookline MA 02446

annermeyers@gmail.com

October 25, 2021

Dear Select Board Members,

I am not able to join your meeting on Tuesday 10/26, but I want to urge you to vote no action on Article 14.

I co-chair the Economic Development Advisory Board, and while I have read and listened to the petitioner's rationale for this Article, I do not understand why so much time is being spent debating it.

The Commonwealth of Massachusetts has a strong Conflict of Interest law. All members of EDAB and all the other Boards in town are required to take an on-line training course and quiz on the law, and I assume that all have done so. There are a number of remedies in place to deal with anyone who ignores the law, and to my knowledge the two EDAB members who are on the BaBB steering committee have done nothing that conflicts with that law. In fact, EDAB has never taken up an issue (or been "lobbied" in the petitioner's terms) sponsored by BaBB, and both EDAB members have shared that they are on the BaBB Steering Committee.

If the petitioner is as concerned about transparency, as he states, he should file a warrant article that puts the same conditions on all Town Boards and Committees. The fact that he is only focused on EDAB makes me wonder what has occurred here that warrants separate treatment of only one appointed group of volunteers? Is the answer that the tag line that has been on EDAB's letterhead for years (and was deleted when the petitioner first sent an email noting it) is the same as the BaBB name, and somehow that is suspect?

At a recent AC meeting discussion about Article 14, somebody questioned why EDAB members were even on BaBB and talking about housing.

EDAB's charge, as you know, is to work on projects and issues that help increase Brookline's commercial tax base. Given the constraints of Prop 2 ½, we can do this primarily by supporting responsible new development and improving the vitality of our commercial areas.

Over the last several years, we have been focusing on ways to do both at the same time, and to do it in a way that increases the town's housing inventory as well. Mixed use development, including housing, in our commercial areas should result in more vital neighborhoods. The Waldo/Durgin project, which is a mix of housing, hotel and some potential street level retail is an example of such mixed-use development.

12.A.

Having EDAB members on groups such as BaBB and many other groups in town help to give the entire Board a better perspective on how to achieve our own goals, and to use our expertise to help achieve Brookline's broader goals. The notion that EDAB's volunteers, or the volunteers on any other town board or committee, should be discouraged from doing such work by adding an unnecessary new layer of bureaucracy to the process is completely contrary to the town's desire to get more people involved in town government and to make it more transparent.

Again – I urge you to vote no action on Article 14.

Sincerely,

Anne Meyers
10 Bradford Terrace #2
Precinct 8

AMENDMENT TO ARTICLE 19 MOVED BY JONATHAN DAVIS, PETITIONER OF ART. 19, AND TOWN MEETING MEMBER PCT. 10

MOVED, that Article 19 be amended as follows (additions made by this Amendment are in **bold**, deletions made by this Amendment are marked with ~~double strikethroughs~~, additions made by the original Article 19 are underscored, and deletions made by the original Article 19 are marked with ~~single strikethroughs~~).

“To see if the Town will amend the Town General By-Laws by amending Article 8.29 (Nuisance Control) Sections 8.29.2, 8.29.3 and 8.29.4 as follows:

8.29.1 Purpose

In order to protect the health, safety and welfare of the public, this bylaw shall permit the Town to impose liability on Property Owners **and on Public Way Permittees** and other responsible persons for the nuisances and harm caused by loud and unruly Gatherings on private property **and in or on public ways as hereafter set forth**, and shall prohibit the consumption of alcoholic beverages by underage persons at such Gatherings.

Section 8.29.2 Definitions

Eviction means actively trying to evict a tenant from a premise by delivery of a notice to quit and subsequent court proceedings, if a tenant fails to vacate the Premises.

Gathering is a party or event, where two or more persons have assembled or are assembled for a social occasion or social activity (including but not limited to being present on a Premises as defined below in this Section 8.29.2).

Premises means any residence or other private property, place, or location, including any commercial or business property, and also means a location in or on a public way that any commercial or business enterprise has been authorized or permitted to use or occupy, whether temporarily or permanently, by a Board, Commission, Committee, Department or other instrumentality of the Town.

Property Owner means the legal owner of record of a Premises as listed by the tax assessor's records and also means the commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town.

Public Nuisance means a Gathering of persons on any Premises in a manner which constitutes a violation of law or creates a substantial disturbance of the quiet enjoyment of private or public property in a neighborhood. Behavior constituting a Public Nuisance includes, but is not limited to excessive noise and excessive pedestrian and vehicular traffic related thereto, obstruction of

public ways by crowds or vehicles, illegal parking, public urination, the service of alcohol to underage persons, fights, disturbances of the peace, and littering.

***Public Way Permittee* means a commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town.**

Response Costs are the costs associated with responses by law enforcement, fire, and other emergency response providers to a ~~gathering~~ Gathering which has resulted in a Public Nuisance as set forth in a schedule of costs established by the Select Board.

Section 8.29.3

Mailing of Notice to Property Owner and Others

In the event police or other local officials have responded to a Gathering constituting a Public Nuisance, a notice of response shall be made within ten (10) days of the Gathering as follows:

- (a) **Property Owners and Public Way Permittees:** The Chief of Police shall mail a notice of response by Certified Mail to the Property Owner of the Premises where the Gathering occurred as listed on the Town of Brookline property tax assessment records **and to the Public Way Permittee of the Premises where the Gathering occurred** ~~or as identified in the~~ authorization, permit, license or lease to use or occupy a public way and shall advise the Property Owner **or Public Way Permittee** that the second such response on the same Premises within a one year period, as measured from the date of the first notice, shall result in liability of the Property Owner **or the Public Way Permittee** for all penalties and Response Costs associated with such response as more particularly described in sections 8.29.4 and 8.29.4.1 below. **In its discretion the Chief of Police may determine to not mail a notice of response, or to mail a modified notice of response, to a Public Way Permittee described in the sentence in section 8.29.4, below, that begins with the words PROVIDED, HOWEVER, or in the sentence in section 8.29.4.1, below, that begins with the words PROVIDED, HOWEVER.**
- (b) **Educational Institutions:** The Chief of Police shall send a notice of response to the president/head ~~headmaster~~ or their designee of an educational institution if the persons who are liable in Section 8.29.4 and 8.29.4.1 are students at such educational institution. Such notice shall be sent by mail or other appropriate means.
- (c) **Persons Cited:** The Chief of Police shall send a notice of response to any person who was personally cited at the time of the offense. Such notice shall be sent by mail or other appropriate means to the address stated on the individuals' government issued identification.

Section 8.29.4

Liability for a First Response to a Gathering
Constituting a Public Nuisance on a Premises

If the police department or other local officials have responded to a Gathering constituting a Public Nuisance on a Premises, the following persons shall be jointly and severally liable for fines as set forth below, provided that no previous Gathering constituting a Public Nuisance has occurred at the Premises within the previous one year period. Response Costs may also be assessed at the discretion of the Chief of Police. In lieu of issuing a fine(s) a police officer may issue a written warning if the response to the complaint occurs prior to 10:00 p.m.

- (a) The person or persons residing on or otherwise in control of the ~~premises~~ Premises where such Gathering took place whether present or not.
- (b) The person or persons who organized or sponsored such Gathering.
- (c) All persons attending such Gatherings who engage in any activity resulting in the Public Nuisance.

PROVIDED, HOWEVER, that in the case of a location in or on a public way that a Public Way Permittee has been duly authorized or permitted to use or occupy, if the Public Way Permittee was not serving customers in both such public way location and also its location on private property at the time of the response, then, such Public Way Permittee shall not be subject to liability under (a) of this Section with respect to such public way location; an example thereof being if, at the time of the response, the Public Way Permittee was closed to the public at both its public way and private property locations until its next business day.

Section 8.29.4.1 Liability for a Second and Subsequent

Response to a Gathering Constituting a Public Nuisance

If the police department is required to respond to a Gathering constituting a Public Nuisance on the Premises more than once in any one year period, as measured from the date of the first response, the following persons shall be jointly and severally liable for fines as set forth below. Response Costs may also be assessed.

- (a) The person or persons residing on or otherwise in control of the Premises where such Gathering took place whether present or not.
- (b) The person or persons who organized or sponsored such Gathering.

- (c) All persons attending such Gatherings who engage in any activity resulting in the Public Nuisance.
- (d) The person, persons or business entity which at the time of the Gathering owned the Premises where the Gathering constituting the Public Nuisance took place, **or the Public Way Permittee authorized or permitted to use or occupy the public way where the Gathering constituting the Public Nuisance took place**, provided that notice of the first and subsequent responses has been mailed to the Property Owner of the Premises as set forth herein **or to the Public Way Permittee of the Premises as set forth herein** and the Gathering occurs at least fourteen (14) days after the mailing of the first such notice. The Property Owner of the Premises shall not be held responsible for any violation and penalties if the Property Owner is actively pursuing Eviction from the Premises of a tenant who controlled, organized, sponsored or attended the Gathering. The one year time period for violations for a Premises shall pertain only to the same residents occupying the Premises who have had the prior violation(s). New residents shall start a new time cycle of one year should they violate the bylaw.

PROVIDED, HOWEVER, that in the case of a location in or on a public way that a Public Way Permittee has been duly authorized or permitted to use or occupy, if the Public Way Permittee was not serving customers in both such public way location and also its location on private property at the time of the response, then, such Public Way Permittee shall not be subject to liability under (a) or (d) of this Section with respect to such public way location; an example thereof being if, at the time of the response, the Public Way Permittee was closed to the public at both its public way and private property locations until its next business day.

Section 8.29.5 Consumption of Alcohol by Underage Persons is Prohibited in Public Place, Place Open to Public, or Place Not Open to Public

Except as permitted by state law, it is unlawful for any underage person to:

- (a) Consume any alcoholic beverage at any public place or any place open to the public; or
- (b) Consume any alcoholic beverage at any place not open to the public.

Section 8.29.6 Hosting, Permitting, or Allowing a Public Nuisance or Party, Gathering, or Event where Underage Persons Consume Alcoholic Beverages is Prohibited

- (a) It is the duty of any person having control of any Premises who knowingly

hosts, permits, or allows a Gathering at said Premises to take all reasonable steps to prevent the consumption of alcoholic beverages by any underage person at the Gathering. Reasonable steps include, but are not limited to, controlling access to alcoholic beverages at the Gathering; controlling the quantity of alcoholic beverages present at the Gathering; verifying the age of persons attending the Gathering by inspecting driver's licenses or other government-issued identification cards to ensure that underage persons do not consume alcoholic beverages while at the Gathering; and supervising the activities of underage persons at the Gathering.

- (b) A Gathering constituting a Public Nuisance may be abated by all reasonable means including, but not limited to, an order by the Police requiring the Gathering to be disbanded and citation and/or arrest of any persons under any applicable provision of local or state law.
- (c) It is unlawful for any person having control of any Premises to knowingly host, permit, or allow a Gathering to take place at said Premises where at least one underage person consumes an alcoholic beverage, provided that the person having control of the Premises either knows an underage person has consumed an alcoholic beverage or reasonably should have known that an underage person consumed an alcoholic beverage and the person having control of said Premises failed to take all reasonable steps to prevent the consumption of an alcoholic beverage by an underage person.
- (d) This Section shall not apply to conduct involving the use of alcoholic beverages that occurs exclusively between an underage person and their parent or legal guardian as set forth in G.L. c.138, § 34.
- (e) This Section shall not apply to any Massachusetts Alcoholic Beverages Control Commission licensee at any Premises regulated by the Massachusetts Alcoholic Beverage Control Commission.

Section 8.29.7

Enforcement

This bylaw shall be enforced by the noncriminal disposition process of M.G.L. c.40 § 21D. For the purpose of noncriminal enforcement, the enforcing persons shall be any police officer of the Town of Brookline. If enforced pursuant to noncriminal disposition, the following fines shall apply per person cited under sections 8.29.4 and 8.29.4.1:

First response:	\$100
Second and subsequent response(s):	\$300

The Town of Brookline may additionally seek administrative costs and Response Costs associated with enforcement of this bylaw.

The provisions of this bylaw are enforceable without reference to the Brookline Noise Control Bylaw 8.15 and without reference to the fact that the police officer issuing a citation has not obtained a scientific noise measurement prior to issuing the citation. No such scientific noise measurement is required under this bylaw and the lack of a measurement shall not constitute a defense.

Sections 8.29.5 and 8.29.6 shall not limit the authority of police officers to make arrests for any criminal offense arising out of conduct regulated by Sections 8.29.5 and 8.29.6, nor shall they limit the Town of Brookline or the Commonwealth of Massachusetts' ability to initiate and prosecute any criminal offense arising out of the same circumstances necessitating the application of Sections 8.29.5 and 8.29.6.

Section 8.29.8

Local Authority and Severability

Nothing in this bylaw shall be construed to conflict with anything in MGL Chapter 138 in regard to underage drinking.

No provision of this bylaw shall apply where prohibited or preempted by state or federal law.

If any provision of this bylaw, or the application thereof to any person or circumstances, is declared invalid, that invalidity shall not affect other provisions or applications of this bylaw which can be given effect without the invalid provisions or application, to this end the provisions of this bylaw are severable.

Or act on anything relative thereto.”

Explanation of the Amendment

The Explanation of the original Article 19 continues to describe the purposes of Article 19.

However, in the definitions provisions of sec. 8.29.2, the original Article 19 compressed the concept of a “commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town” into the definition of “Property Owner”. The Public Safety Subcommittee of the Advisory Committee felt that it would improve the clarity of Article 19 if the concept of a “commercial or business enterprise authorized or permitted to use or occupy a public way by any Board, Commission, Committee, Department, or other instrumentality of the Town” were separated into its own definition. The Amendment does that by adding to sec. 8.29.2 the new defined term “Public Way Permittee “.

12.A.

With an exception mentioned immediately below, all other changes made by this Amendment are to conform the language of the original Article 19 to the new defined term “Public Way Permittee”.

The exception mentioned above was prompted by Acting Chief of Police Morgan, who, on reading the original Article 19, raised the possibility of a permittee of a public way seating area having closed (typically for the night) both the permittee’s public way area and also the permittee’s bricks and mortar facility on private property, and then, without the knowledge of the permittee, passersby use the public way seating area and create a Public Nuisance. The three sentences in the Amendment that contain the words “PROVIDED, HOWEVER,” address the Acting Chief’s concern.

Select Board hearing 10/26/21 - Article 19

Jonathan Davis <jdavis@kcl-law.com>

Mon 10/25/2021 9:48 AM

To: Devon Fields <dfields@brooklinema.gov>

Cc: jske514 <jske514@aol.com>

Hi Devon –

Thank you. I was just about to email you about Art. 19.

I'm copying Janice Kahn, chair of the Public Safety Subcommittee of the Advisory Committee.

The Public Safety Subcommittee of the Advisory Committee, in a preliminary hearing, made a suggestion that it thought would improve the clarity of the Article. I've drafted language that I believe meets the Subcommittee's concern. However, although some individual members of the Subcommittee have seen the improved language the Subcommittee has not yet formally adopted the improved language, and it has not yet recommended the improved language to the full Advisory Committee. Both are possibly to occur the evening of Oct. 26th. In addition, Acting Chief of Police Morgan also had a concern. I've drafted language that addresses the Acting Chief's concern.

I'm attaching the Amendment that I drafted which addresses both the Public Safety Subcommittee's concern and, also, Acting Chief Morgan's concern. The Explanation of the Amendment on pages 6 – 7 of the attachment explains in more detail what the Amendment is trying to do.

I don't know, at this time, whether I'll be introducing the Amendment, or the AC (that's assuming the AC approves the language in the attached Amendment and wants to move it as its own Amendment).

However, I think the attached Amendment is very likely pretty close, or even exactly, what I think will be offered as an amendment to Article 19 at Town Meeting.

Sorry for the long-winded explanation.

Please contact me if you have questions about this.

Jonathan Davis
Petition, Art. 19

From: Devon Fields <dfields@brooklinema.gov>

Sent: Monday, October 25, 2021 8:48 AM

To: Jonathan Davis <jdavis@kcl-law.com>

Subject: Re: Select Board Meeting 10.12.21 at 5:30 PM via Zoom

Hi Jonathan,

Did you ever finalize an amended version of WA 19? It would be helpful to add to the Select Board's packet today if it is available.

Best,

Devon

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

WARRANT ARTICLE ~~22XX~~: To add a new Section 4.14: Firearm Business Uses to the Town of Brookline Zoning By-Laws, add to Sec. 4.07, Table of Use Regulations a new Principal Use under Retail and Consumer Service Uses, #29A, subject to the regulations in Sec. 4.14 Firearm Uses; and amend Article II, Section 2.00, Definitions, of the Brookline Zoning By-Laws.

Submitted by: Petra Bignami (TMM P12)*, Janice S. Kahn (TMM P15)*,
Alexandra Metral (TMM P1) and Sharon Schoffman (TMM P14)

*indicates primary petitioners

ART. IV, USE REGULATIONS

Add a new section to Art. IV, as follows:

Section 4.14 FIREARM BUSINESS USES

1. **Purpose.** To establish criteria for the establishment of Firearm Business Uses in the Town to address public safety concerns arising from the operations of such businesses and the potential disruption of peace and quiet enjoyment of the community. This Section 4.14 provides for separation between Firearm Business Uses and certain uses enumerated herein to maximize protection of public health, safety, and welfare in conjunction with the protections from G.L. c. 140, §122-131Y and other State laws and regulations. To the extent this section or any related section can be read to potentially conflict with G.L. c. 140 or other State laws or regulations, the section shall be interpreted to minimize any conflict with State laws or regulations while maximizing the furtherance of the public safety and other public purposes underlying this Section.

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2. **Definitions.**

See Section 2, Definitions, of the Zoning By-Law for definitions of applicable terms.

- ~~C~~3. **Firearm Business Uses not allowed as-of-right.** Firearm Business Uses are not included within the definitions of retail sales or services, manufacturing, or any other lawful business permitted as of right or by special permit contained in other Sections of this Zoning By-Law.

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- ~~D~~4. **Firearm Business Uses allowed by special permit.** Use of land, buildings or structures for a Firearm Business Use shall be allowed only by special permit in the districts specified in Section. 4.07, Table of Use Regulations, subject to the requirements and criteria of this Section. 4.14.

- ~~E~~5. **Location requirements.**

4. All distances in this Section shall be measured in a straight line from the property line of the lot containing the proposed Firearm Business Use to the nearest property line of any of the designated uses set forth herein:

a. Firearm Business Uses shall not ~~directly abut any property be located adjacent to any property containing a residential use, within a radius of 150 feet from any property containing a residential use.~~

a.

a.

b. Firearm Business Uses shall not be located within 1,000 feet of any private or public K-12 school, ~~whether such firearm-business-useschool is located within or without the Town's boundaries.~~

b.

c. Firearm Business Uses shall not be located within 500 feet of any daycare center, preschool, child-care facility, or an existing Firearm Business Use at another location, whether such ~~daycare center, preschool, child-care facility or~~ firearm business use is located within or without the Town's boundaries.

c.

2.d. No Firearm Business Use shall be located within a building containing a dwelling unit.

F.6. Operational requirements.

- a. Firearm Business Uses shall obtain and maintain all necessary Federal, State and other required local approvals and licenses prior to beginning operations, including, but not limited to, a valid, current State license issued pursuant to G.L. c. 140, § 122, as applicable. Required State and Federal licenses must be obtained before applying for a Special Permit.
- b. Firearm Business Uses shall comply with all applicable Federal, State and local laws and regulations in the operation of their business.
- c. The hours of operation for a Firearm Business Use shall not adversely impact nearby uses. The hours of operation shall follow all state statutory and regulatory requirements, but in no case shall any Firearm Business Use be open before 10:00 a.m. or remain open after 5:00 p.m.

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d. Prior to the application for a Special Permit, all Firearm Business Uses shall submit a security plan to the Brookline Police Department for review and approval. Review and approval of the security plan shall may include an inspection of the proposed site by the Police Department. The plan must include, but not be limited to, the following:

Commented [JSK1]: May to Shall was recommended by the Ad Hoc AC Subcommittee and approved by the Moderator

- 1) Proposed provisions for security.
- 2) A trained employee shall check identification and compliance with age restrictions prior to customers entering the establishment.
- 3) The physical layout of the interior, including a demonstration that the size of the store is not so excessive so as to create issues with site security and video monitoring.
- 4) After-hours storage of all Firearms in locked containers or by otherwise securing the Firearms with tamper-resistant mechanical locks.
- 5) The number of employees.

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e. Prior to the application for a Special Permit, all Firearm Business Uses shall submit an operations and management plan to the Brookline Police Department for review and approval.

f. All Firearm Business Uses shall conduct criminal background checks for all employees in accordance with State law.

g. No persons under the age of 18 shall have access into or within a Firearms Business Use, with the sole exception that minors age 14 and older may access a Firearms Dealer accompanied by the minor's parent or legal guardian.

h. Firearms Dealers shall videotape the point of sale of all firearms transactions and maintain videos for three years to deter illegal purchases and monitor employees.

7. G. **Special permit application and procedure.** In addition to the procedural and application requirements of Section. 9.03, an application for special permit for a Firearm Business Use shall include, at a minimum, the following information:

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a. **Description of Activities:** A narrative providing information about the type and scale of all activities that will take place on the proposed site.

b. **Lighting Analysis:** A lighting plan showing the location of proposed lights on the building and the lot and a photometric plan showing the lighting levels.

- c. **Context Map:** A map depicting all properties and land uses within a minimum 1,000 foot radius of the proposed lot. The context map shall include the measured distance to all uses described in Section. 4.14.E.1 above, and shall be certified by a design professional such as an architect, engineer or land surveyor.
- d. **Description of Ownership, Management, and Employees:** The name and address of the legal owner of the establishment. The name and address of all persons having any legal, beneficial, equitable, or security interests in the establishment. In the event that a corporation, partnership, trust or other entity is listed, the name, and address of every person who is an officer, shareholder, member, manager, or trustee of the entity must be listed. The name, address, phone number and email address of the manager(s) and assistant manager(s).
- e. **Comprehensive Signage Plan:**
- f. **Report from Chief of Police or designee:** confirming that the applicant has submitted the plans requiring approval by the Police Department, and those plans have been approved, along with any additional information requested by the Zoning Board of Appeals or that the Chief of Police feels is relevant to the special permit application.

3. **Special Permit Criteria.** In granting a special permit for a Firearm Business Use, in addition to finding that the general criteria for issuance of a special permit are met, the Zoning Board of Appeals shall find that the following criteria are met:

8.

4. ~~Criteria for all Firearm Business Uses:~~

- a. ~~The lot is designed such that it provides convenient, safe and secure access and egress for clients and employees arriving to and leaving from the lot.~~
- a.
- b. ~~The establishment will have adequate and safe storage, security, and a lighting system.~~
- b.
- c. ~~Loading, refuse and service areas are designed to be secure and shielded from abutting uses.~~
- c.
- d. ~~The establishment is designed to minimize any adverse impacts on abutters or pedestrians.~~
- d.
- e. ~~The location and operating characteristics of the proposed use will not be detrimental to the public health, safety and welfare of the neighborhood, which may extend into an adjacent municipality, or the Town.~~
- e.

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e. All signage has been reviewed and approved by the Planning Board as to letter size, color and design per Section. 7.08, to ensure mitigation of impact to the surrounding neighborhood, consistent with applicable federal and State law.

f. The establishment has satisfied all of the conditions and requirements in this section.

H.9. **Severability.** If any portion of this section is ruled invalid, such ruling will not affect the validity of the remainder of the section.

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Add to Sec. 4.07, Table of Use Regulations, the following new Principal Use under Retail and Consumer Service Uses, #29A, subject to the regulations in Sec. 4.14 Firearm Uses.

Principal Uses	Residence					Business			Ind.
	S	SC	T	F	M	L	G	O	I
29A. Firearm Business Uses*	No	No	No	No	No	No	SP	No	No
*Must have a report from the Police Chief. Subject to the regulations under Section 4.14 of the Zoning By-law.									

Amend Article II, Definitions, of the Town of Brookline Zoning By-Law as follows:

§2.00 – PURPOSE AND INTENT

For purposes of this By-law, the following words and phrases shall have the meanings given in the following sections, unless a contrary intention clearly appears.

§2.01 – “A” DEFINITIONS

1. ACCESSORY

a. Accessory building: a building devoted exclusively to a use accessory to the principal use of the lot.

b. Accessory use: a use incident to, and on the same lot as, a principal use.

2. AMENITY—A condition or facility that provides comfort or pleasure, including but not limited to desirable exposure to sunlight, protection from adverse microclimate, contribution to favorable microclimate, pleasant views of sky, cityscape, landscape, or works of art, preservation of trees or historic structures, provision of assets or conveniences such as specimen trees or benches.

3. AMMUNITION—As defined or amended by State statute or regulations, cartridges or cartridge cases, primers (igniters), bullets, tear gas cartridges, or propellant powder designed for use in any Firearm. For the purposes of this definition, “Firearm” is to have the meaning prescribed in this By-Law, and shall include, but not be limited to: firearms (as that term is defined in G.L. c. 140, §121),rifles or shotguns.

4. ATTIC—The Space between the ceiling beams, or similar structural elements, of the top story of a building and the roof rafters. The top story shall be the story at the highest level of the building.

§2.06 – “F” DEFINITIONS

1. FAMILY—One or more persons, including domestic employees, occupying a dwelling unit and living as a single, non-profit housekeeping unit; provided, that a group of five

or more persons who are not within the second degree of kinship, as defined by civil law, shall not be deemed to constitute a family.

2. FIREARM—Any device designed or modified to be used as a weapon capable of firing a projectile using an explosive charge as a propellant, including but not limited to: guns, pistols, shotguns, rifles.
3. FIREARM ACCESSORY—Any device designed, modified or adapted to be inserted into or affixed onto any Firearm to enable, alter or improve the functioning or capabilities of the Firearm or to enable the wearing or carrying about one's person of a Firearm.
4. FIREARM BUSINESS

1. Firearm Dealer: A retail or wholesale operation involving the purchase or sale of Firearms, Ammunition, and/or Firearm Accessories.
 2. Gunsmith: Any retail operation involving the repairing, altering, cleaning, polishing, engraving, blueing or performing of any mechanical operation on any Firearm.
5. FRATERNITY OR SORORITY HOUSE—A building occupied by a group of students of either sex of a school or college as their residence during the academic year.

ARTICLE 23TWENTY-THIRD ARTICLE

Submitted by: Michael Zoorob, Lisa Cunningham, Scott Englander, Jesse Gray, Ben Hellerstein, Jonathan Klein

Lead Petitioner: Michael Zoorob

To see if the Town will amend the Zoning By-Law to modify residential parking requirements by making the following changes (additions appear underlined; deletions appear as ~~strike-through~~):

1) Amending §6.01 2.a. as follows:

a. In SC, T, F, M, L, or G Districts, when a structure is converted for one or more additional dwelling units and the conversion results in an increased parking requirement,

parking requirements for the entire structure shall be provided in accordance with the requirements in §6.02 and §6.05. However, the Board of Appeals by special permit under Article IX may reduce or eliminate ~~waive not more than one-half~~ the minimum number of parking spaces required under §6.02 and §6.05.

2) Adding the following paragraph to §6.02 after paragraph number 1. a, and change all subsequent lettering as appropriate:

b. The Zoning Board of Appeals may reduce or eliminate, by Special Permit, the minimum parking requirements of §6.02, Paragraph 1, TABLE OF OFF-STREET PARKING SPACE REQUIREMENTS for all residential uses if the Zoning Board of Appeals determines that it is warranted and not detrimental to the neighborhood, and if the Zoning Board of Appeals finds that the reduction or elimination of minimum parking requirements facilitates one or more of the following:

- Provision of significantly more usable and/or landscaped open space than otherwise required.
- Maintaining street parking or maintaining the uninterrupted flow of bicycle or pedestrian facilities (e.g. bike-only travel lanes or sidewalks).
- Creation of an additional housing unit or units that would be allowed under the existing zoning, except for the lack of available parking otherwise required.
- Provision of on-site affordable housing units in excess of those required by Section 4.08 of the Zoning By-Law.
- Preservation of a building with historic or architectural significance as determined by the Preservation Commission.
- Construction or renovation of the proposed building or use to be fossil-fuel-free.

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- Preservation of a landmark tree or significant landscaping element as determined by the Town Tree Warden.
- Providing support to community services or facilities as accepted and approved by the Director of Public Works or Building Commissioner.
- Other counterbalancing amenities as determined appropriate by the Planning Board and Zoning Board of Appeals.

3) Amending §6.02 2.c. as follows:

c. A residential development in which all units are affordable units (as defined in §4.08.2.c), including but not limited to ~~A a low-rent housing project of the Brookline Housing Authority, shall not be subject to any minimum parking requirements. for elderly persons or elderly families (as defined in applicable state or Federal legislation) need not provide more than one-fifth the number of spaces which would otherwise be required by this section. The foregoing sentence shall cease to be applicable when and if such project is no longer operated by a public body to provide low-rent housing for such elderly persons or elderly families.~~

4) Amending §6.02 2.d. as follows:

d. The number of spaces required for housing affordable units as defined in §4.08.2.c (other than as specified in subparagraph c. above) and housing having age of occupant requirements or maximum rents or maximum sales prices controlled in order to comply with the conditions of Federal, state, or local legislation or regulations or on-site unit approved per §4.08 thereunder may be reduced or eliminated by the Board of Appeals by special permit. where it can be demonstrated that the parking needed for occupants and visitors will be below that otherwise required by this section and that the number of spaces otherwise required by this section could eventually be accommodated on the site should the building ever be changed to other kinds of occupancy requiring additional parking spaces. Special permits granted under this section shall apply only for the type of rents and occupancy specified at the time of application, and shall not reduce the parking requirement below one-fifth of the number of spaces which would otherwise be required by this section.

5) Removing §6.02 2.e. as follows and re-lettering all the remaining subparagraphs:

~~2.e. For a dwelling unit which is occupied by three or more unrelated persons (including lodgers), the parking requirement for the dwelling unit shall be twice that indicated in the Table of Off-Street Parking Space Requirements in 6.02.~~

6) Amending §6.02 2.i. (re-lettered h. per above) as follows:

ih. Residential uses on any lot for which any portion of the lot is within the Transit Parking Overlay District, notwithstanding the requirements of §3.02 paragraph 4, must provide no fewer off-street parking spaces per dwelling unit than 1 for studio units, 1.4 for one-bedroom units, 2 for two-bedroom units, 2 for

dwelling units of three or more bedrooms shall not be subject to minimum parking requirements; however, any development in the Transit Parking Overlay District with at least 15 residential units shall provide handicap accessible parking spaces (as described in §6.04.g.) equal to at least 5% of the number of residential units.

or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This Warrant Article makes several modifications to the zoning by-law relative to parking space quotas for residential uses. First, and most significantly, it eliminates parking minimums for residential uses in the Transit Parking Overlay District (TPOD; see Figure 1 at the top of the next page) except that residential developments containing at least 15 units will be required to provide handicap accessible parking spaces equal to 5% of units. Second, it allows the Zoning Board of Appeals to reduce the required number of parking spaces for residential uses if less parking is not detrimental to the neighborhood and facilitates the provision of one or more amenities (e.g. greater open space). Third, it eliminates residential parking space minimums for Brookline Housing Authority developments and other 100% affordable housing projects. Fourth, it eliminates an unenforceable provision imposing doubled parking requirements for housing occupied by non-related individuals. Fifth, it adds “SC” (single-family, with conversions to two-family) and “T” districts (two-family) to an existing provision in the zoning by-law allowing the ZBA to reduce (or, as proposed, eliminate) the parking space requirement when an existing building is converted to allow additional units.¹ Sixth, it amends an existing provision allowing the ZBA to reduce by special permit the required parking spaces for affordable and senior housing by allowing reductions up to 100% (from 80%).

This Article is intended to align Brookline’s parking policies with our stated values around land use, transportation, and climate as affirmed by three resolutions adopted by Town Meeting:

1. 2019 STM Warrant Article 31: Town Meeting resolved to “Align our planning and zoning regulations with our historical streetcar-, biking-, and walking-centric (less automobile-dependent) development pattern.”
2. 2020 STM Warrant Article 34: Town Meeting resolved “To Support Brookline’s Zero Emissions goal by developing zoning strategies that maximize Brookline’s public transportation usage and minimize the need for car trips.”

¹ Provisions 4 and 5 are largely copied from the 2010 STM’s WA 10 petitioned by Linda Olson Pehlke (TMM-P2).

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3. 2021 ATM Warrant Article 37: Town Meeting declared a “Climate Emergency” calling for “an emergency response at emergency speed” to combat climate change.

At the 2016 STM, Town Meeting created the Transportation Parking Overlay District (TPOD) comprising parcels within half a mile of a Green Line stop. Parcels in the TPOD were given somewhat reduced parking requirements for residential uses: 1 space per studio, 1.4 spaces per 1-bedroom apartment, and 2 spaces for units with two or more bedrooms (this compares with 2 to 2.3 parking spaces per housing unit elsewhere). At the 2019 STM, Town Meeting removed all required car parking and established parking maximums within the TPOD for most business types.

FIGURE 1: THE TRANSIT PARKING OVERLAY DISTRICT (SHADED GRAY)



The TPOD has several high frequency bus routes, numerous bike lanes, and significant walking access to amenities such as grocery stores, restaurants, religious institutions, universities, and jobs. According to the American Community Survey 2013-2018 estimate, about 25% of households in the TPOD do not own a car and 70% of households

in the TPOD live in households with 1 or fewer cars.² About 66% of TPOD households commute without a car, compared to just 15% nationwide. Yet our current residential parking minimums in the TPOD exceed those in the city of Houston.³

Our current approach to parking neither reflects the history of our Town nor its vision of a sustainable future. For most of this Town's history—from its incorporation as a separate municipality in 1705 until 1941—there was no requirement that housing provide off-street automobile parking.⁴ If Brookline started over with today's parking minimums—the product of increases in 1962, 1977, 1987, and 2000—we would not get our vibrant, walkable neighborhoods like Coolidge Corner and Washington Square because so-many defining residential and mixed-use buildings could no longer be built: they do not have any or enough parking.⁵ Our neighborhoods enjoy long, uninterrupted sidewalks, greenspace, and compact walkable mixed-use commercial districts precisely because they lack the asphalt, driveways, and sprawl caused by the parking requirements of our current zoning. We have the Brookline we love because substantial planning and design predated the dominance of the automobile.

Zoning shapes the future of our Town by molding the construction that will be part of Brookline for the next 100 years. Our Town has committed again and again to climate change mitigation and sustainable living. In November 2019, Town Meeting passed Warrant Article 21 prohibiting the installation of new fossil fuel infrastructure for heating, yet our current parking minimums *require* fossil fuel infrastructure even in our most transit-rich, walkable, and bikeable neighborhoods (the average car in the US emits 4.6 metric tons of carbon dioxide *per year*, according to the Environmental Protection Association).⁶ In the 2019 STM, Town Meeting also passed Article 31, which enshrined our commitment to transportation of people, rather than automobiles, urging that, by 2050, only 25 percent of trips in Brookline would be made by single-occupant or single-passenger cars or trucks. Requiring a parking space for every studio apartment and two parking spaces for every two-bedroom residence in our transit-rich, walkable, and bikeable neighborhoods is not consistent with this goal. A growing body of scholarly

² These numbers come from the 10 Census Tracts (Norfolk County 4001-4010) falling entirely or primarily within the TPOD. Brookline comprises these 10 Census Tracts in the TPOD and two others (4011 and 4012) in South Brookline, outside of the TPOD, where vehicle ownership and car commuting are more prevalent.

³ Houston requires 1.66 parking spaces per two-bedroom apartment and has no residential parking minimums in three central neighborhoods: Downtown, East Downtown, and Midtown. Scherer, Jasper. "Houston may ease parking requirements in parts of EaDo, Midtown." *Houston Chronicle*. July 16, 2019.

⁴ Bolton, Craig. "Vehicle Parking in Brookline."

<https://www.brooklinema.gov/DocumentCenter/View/2348/2000-Vehicle-Parking-in-Brookline-by-Craig-Bolton?bidId=>

⁵ Writing before the most recent increase in parking space quotas, Bolton (2000) noted that "Few buildings from before 1987 have the amounts of parking now considered necessary."

⁶ <https://www.epa.gov/greenvehicles/greenhouse-gas-emissions-typical-passenger-vehicle>

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research suggests that “when cities require parking with residential development, they increase vehicle ownership and use,” and these effects are more pronounced for housing near public transit.⁷ There is evidence that the availability of parking directly impacts car ownership and driving; in San Francisco, residents randomly assigned by a housing lottery to a building with off-street parking were twice as likely to own a vehicle as residents assigned to a building without off-street parking.⁸

Eliminating residential parking minimums in the TPOD is not a radical proposition. Professional groups, including the American Planning Association and Greater Boston’s Metropolitan Area Planning Council, have advocated for eliminating off-street residential parking minimums, as did the Obama Administration’s Housing Development Toolkit.⁹ This policy does not eliminate existing parking spaces, nor does it ban the construction of new parking spaces; it only eliminates a rigid requirement that new housing development include at-least a particular quantity of private car parking, and only does so in areas of Brookline with particularly good options for travel via means other than private cars, and where many existing housing developments predate and do not conform with current car parking requirements. The primary impact of this policy is that new housing has less parking. In 2012, Seattle eliminated required parking in some neighborhoods near transit; housing built over the subsequent five years in the impacted neighborhoods included about 40% fewer parking spaces than the city had previously required, saving about \$537 million in construction costs.¹⁰

Municipalities around the country have eliminated their parking minimums, both near public transit and citywide. Sacramento, San Diego, Atlanta, and Somerville have all eliminated parking minimums near public transit; the latter two having also imposed *parking maximums* within 0.5 miles of public transit. Other municipalities—including Berkeley, Buffalo, Hartford, Minneapolis, and San Francisco—have no parking minimums anywhere at all (many smaller towns, like South Burlington, Vermont, also do not have parking space quotas for housing). While Brookline has been a leader on many issues related to climate change, on this one we are forced to play catch-up. This Warrant

⁷ Manville, Michael. 2017. “Bundled parking and vehicle ownership: Evidence from the American Housing Survey.” *The Journal of Transport and Land Use*, 10(1), 27-55.

⁸ Millard-Ball, A., West, J., Rezaei, N. and Desai, G., 2021. What do residential lotteries show us about transportation choices? *Urban Studies*, p.0042098021995139.

⁹ Spivak Jeffrey. 2018. “People Over Parking.” American Planning Association.

<https://www.planning.org/planning/2018/oct/peopleoverparking> MAPC. 2019. “Metro Boston Perfect Fit Parking Initiative.”

<https://perfectfitparking.mapc.org/assets/documents/Final%20Perfect%20Fit%20Report.pdf> “Housing Development Toolkit.” September 2016.

https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Housing_Development_Toolkit%20f.2.pdf

¹⁰ Gabbe, CJ, Gregory Pierce, and Gordon Clowers. 2020. “Parking policy: The effects of residential minimum parking requirements in Seattle.” *Land Use Policy*, 91.

Article does not take the stronger stances of cities like San Francisco or Buffalo, which have no parking minimums anywhere. Instead, it takes the middle ground: making it legal, within 0.5 miles of public transit, to build housing units with as much parking as makes sense for that project. The city of Houston, which has no residential parking minimums in three of its more walkable neighborhoods, calls this policy “market-based parking.”¹¹

Our current parking minimums fail to reflect the diversity of parking needs within the TPOD, imposing a “one-size fits all” on parking. In the TPOD, about 66% of Brookline residents who work commute without a car (via mass-transit, walking, cycling, etc.) and 25% of households do not have a car, according to the American Community Survey 2013-2018 estimates. In two north Brookline Census Tracts (4001 and 4002), 37% and 35% of households, respectively, do not own a car; and among renters, these numbers are even higher: 58.2% and 66.1%. But even in these areas, and even for rental housing, our zoning requires all housing to be equipped with car parking infrastructure. Empowered by state law to obtain exceptions to local zoning regulations, many 40B developers build much less than the required parking in the TPOD. At 45 Marion St, a Coolidge Corner development completed in 2014, 64 residential units were built with just 21 parking spaces. At 217 Kent St, a planned 40B includes 112 residential units and just 39 parking spaces. Our zoning near public transit creates more asphalt, traffic congestion, and fossil fuel infrastructure than the market demands. As Harvard economics professor Edward Glaeser writes, “Reducing (or eliminating) minimum parking requirements is one of those unusual cases where the ardent environmentalist and the libertarian economist see eye-to-eye.”¹²

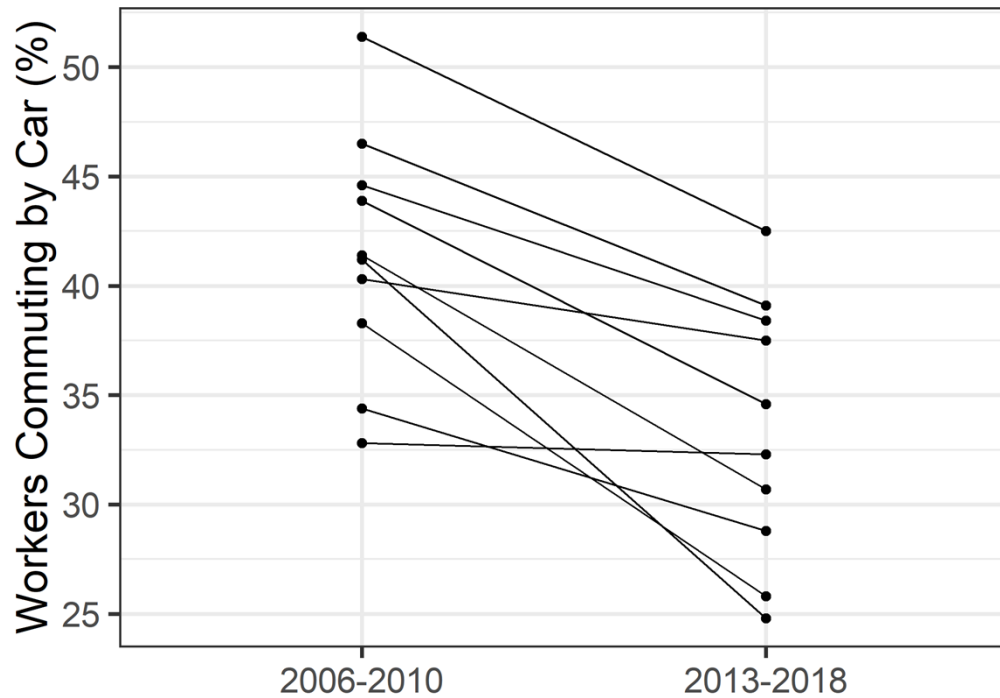
Despite our high parking minimums, the number of cars registered in Brookline has declined in recent years, according to the tax receipts from the Town Assessor’s Office. In FY2014, there were 36,381 vehicles registered in Brookline; by FY2020, despite several new housing developments, the number of vehicles had declined to 32,926.¹³ The data do not bear out concerns of a residential parking crisis. Survey data from the American Community Survey further demonstrate declining automobile needs in the TPOD. In each of the 10 Census Tracts comprising the TPOD, the share of workers commuting by car, van, or truck declined between the 2010 5-year survey and the 2018 survey, as shown in Figure 2.

FIGURE 2: DECLINING VEHICLE USAGE IN TPOD CENSUS TRACTS

¹¹ Scherer, Jasper. “Houston lifts minimum parking requirements in EaDo, Midtown.” *Houston Chronicle*

¹² Glaeser, Edward. 2013. “Don’t require more spaces; price curbside ones properly.” *Boston Globe*

¹³ Brookline Assessor’s Office. “MVE Bill Count.” stories.opengov.com/brooklinema/published/Z-j8f17VD



Data Source: American Community Survey 5-year estimates

In addition to the negative impacts of parking quotas on the environment, requiring parking also makes housing less affordable. A January 2020 report to Brookline’s Housing Advisory Board from Pam McKinney, a consultant contracted by the Town to examine housing production costs, states that building one above-ground garage parking space costs \$35,000, while one underground parking space costs \$100,000. Consequently, current requirements—1.4 parking spaces for 1-bedroom apartments and 2 parking spaces for 2-bedroom apartments in the TPOD—substantially inflate the price of housing. According to the Victoria Transport Policy Institute, one parking space increases the cost of housing by 12.5% and two parking spaces increases the cost of housing by about 25%.¹⁴ In Minneapolis and Miami, reduced parking minimums have spurred construction relatively affordable apartment buildings with limited parking, according to media reports in both cities.¹⁵ Given the increasing unaffordability of housing in Brookline, it makes little sense for our zoning to preclude the construction of less expensive housing options.

¹⁴ Littman, Todd. 2019. “Parking Requirement Impacts on Housing Affordability.” Victoria Transport Policy Institute.

¹⁵ Schmitt, Angie. “How Parking Mandates Tilt the Market Toward ‘Luxury’ Housing.” <https://usa.streetsblog.org/2018/02/01/how-parking-mandates-tilt-the-market-toward-luxury-housing/> San Juan, Rebecca. 2020. “Small-scale urban developments starting to sprout. Thank a change in the parking code.” *Miami Herald*. <https://www.miamiherald.com/news/business/real-estate-news/article238937913.html>

Ultimately, this Warrant Article is about creating the option to build housing responsive to people with different automobile needs. It neither removes existing parking nor prohibits new parking from being built. In the TPOD, many residents do not own a car, and a growing majority of residents do not commute to work by car. Requiring all new construction to include an arbitrary number of parking spaces neither reflects our Town's history as a streetcar suburb nor its future as an environmentally sustainable community.

TABLE 1: INCOMPLETE SAMPLE OF CITIES WITH NO PARKING MINIMUMS

City	Parking Policy	Maximum s	Date
Buffalo, NY	No minimums citywide		01/13/2017
Hartford, CT	No minimums citywide	Yes	12/13/2017
South Burlington, VT	No minimums citywide		10/15/2019
San Francisco, CA	No minimums citywide	Yes	12/17/2018
South Bend, IN	No minimums citywide		01/13/2021
Sacramento, CA	No minimums citywide		01/20/2021
Berkeley, CA	No minimums citywide	Yes	01/29/2021
Minneapolis, MN	No minimums citywide	Yes	05/14/2021
St Paul, MN	No minimums citywide	Yes	08/19/2021
Houston, TX	No minimums certain neighborhoods		07/19/2019
San Diego, CA	No minimums near transit (<0.5 miles)	Yes	03/6/2019
Atlanta, GA	No minimums near transit (<0.5 miles)	Yes	11/2/2019
Somerville, MA	No minimums near transit (<0.5 miles)	Yes	12/16/2019

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ADVISORY COMMITTEE'S RECOMMENDATION

XXX



SMART GROWTH AND REGIONAL COLLABORATION

October 5, 2021

Brookline Town Hall
333 Washington Street
Brookline, MA 02445

Re: Comments on Proposed Zoning Amendment Warrant Articles for Fall 2021 Town Meeting

Dear Members of the Brookline Planning Board,

On behalf of the Metropolitan Area Planning Council, I am writing today to express our support for the efforts described in Warrant Articles 23 and 24 to reduce or eliminate parking minimums in the Town of Brookline. MAPC has done significant research on the impacts that parking requirements have on housing affordability, greenhouse gas emissions, and non-auto mobility, and we are pleased to see the Town take steps to align parking requirements with demand.

Excess parking has real consequences. Property that could be landscaped as common or even public green space is instead paved over as parking. Since car owners prefer to live in buildings with easy parking, providing abundant parking encourages more vehicles on the site, increasing the number of trips and traffic on nearby roads. In neighborhoods that are accessible to an MBTA station, this means fewer people use the available transit, while congestion, pollution, and greenhouse gas emissions rise. Finally, of special concern in the face of Greater Boston's housing supply and affordability crisis, more parking means fewer (and more expensive) housing units.

In 2019, MAPC published "Perfect Fit Parking: Improving the Way Developers and Planners Assess Parking Demand."¹ As part of this report, MAPC collected overnight off-street parking data at nearly 200 multifamily buildings across the inner core of Metro Boston. While building size and characteristics varied widely, one common theme emerged across all the communities surveyed: **off-street residential parking is regularly overbuilt beyond demand.** Overall, while average parking supply was exactly 1.0 space per unit, average parking demand was 0.7 spaces per unit. MAPC staff observed 6,000 vacant parking spaces during peak residential demand times. This amounts to over 41 acres of pavement and an estimated \$94.5 million in construction costs.

To provide a more robust basis for smart parking policy, MAPC used this data to create a statistical model to determine what building and neighborhood characteristics predict parking demand. After testing 25 different variables, the analysis determine that **parking supply** was the dominant

¹ <https://perfectfitparking.mapc.org/>.



SMART GROWTH AND REGIONAL COLLABORATION

factor in determining parking demand. Essentially, building ample residential parking is more likely to attract households that own multiple vehicles. Two other factors proved statistically significant in influencing parking demand. As **transit accessibility** (as measured by the number of jobs accessible by transit) increases, parking demand decreases, and as the **share of affordable units** increased, parking demand decreases. These trends were evident in our observations: the most transit accessible sites saw an average parking demand of 0.54 spaces per unit, and the 100% affordable sites we observed had an average parking demand of 0.49 spaces per unit.

Reducing or eliminating minimum parking requirements can support more affordable housing development, expand land available for open space, and, in the long-term, enable development patterns that are more conducive to walking, biking, and riding public transit. Communities like Everett and Somerville have already taken steps to reduce their parking minimums, and we are very supportive of additional Metro Boston communities working to adopt these zoning changes.

Thank you for your consideration of these comments. If you have any questions or would like to speak further about this research, please do not hesitate to contact me.

Sincerely,

Eric Bourassa
 Transportation Director
Ebouassa@mapc.org
 617-933-0740

ARTICLE 24TWENTY-FOURTH ARTICLE

Submitted by: Planning Board

To see if the Town will add the following language to Sec. 6.02, Off-Street Parking Space Regulations, of the Zoning By-law after paragraph number 1. a, and change all subsequent lettering as appropriate.

b. The Zoning Board of Appeals may reduce or eliminate, by Special Permit, the minimum parking requirements of Section 6.02, Paragraph 1, TABLE OF OFF-STREET PARKING SPACE REQUIREMENTS for all residential uses, as listed in Sec. 4.07 of the Table of Use Regulations #s 1-8a if the Zoning Board of Appeals determines that it is warranted and not detrimental to the neighborhood, and if the Zoning Board of Appeals finds that the reduction or elimination of minimum parking requirements helps to facilitate one or more of the following:

- Creation of an additional unit or units that would be allowed under the existing zoning, except for the lack of available parking under current requirements.
- Provision of on-site affordable housing units in excess of those required by Section 4.08 of the Zoning By-Law. Where a project includes both market-rate and affordable units, the parking ratio shall be the same for all units.
- Construction or renovation of the proposed building or use to be fossil-fuel-free.
- Preservation of a building with historic or architectural significance as determined by the Preservation Commission. Reductions may be denied to any project that involves demolition of an existing structure, whether or not determined to be of historic or architectural significance.
- Preservation of a landmark tree or significant landscaping element as determined by the Town Tree Warden.
- Provision of significantly more usable and/or landscaped open space than required by the Zoning By-Law
- Providing support to community services or facilities as accepted and approved by the Director of Public Works or Building Commissioner

Or other counterbalancing amenities as determined appropriate by the Planning Board and Zoning Board of Appeals. Compliance with the Regulations of the Architectural Access Board must be maintained.

Or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This article, submitted by the Planning Board, is one of two articles proposing to reduce or eliminate minimum residential parking requirements in Brookline. The other parking

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article is a citizen petition, submitted by Town Meeting Member Michael Zoorob. While both articles propose to allow for a reduction or elimination of parking requirements, they have different approaches. Currently, any relief from parking requirements in most instances must be by Variance, even for a single space - a very high bar to meet. Both articles provide for relief from current requirements in most instances by Special Permit, a more flexible approach that allows a consideration of the specifics of location, site, context, and program.

Both articles are based on the fundamental belief- supported by extensive data - that the amount of parking currently required for residential development significantly exceeds what existing car ownership and use data and market studies show. Further, the amount of parking currently required for residential development significantly drives up the cost of housing, working at cross purposes to the widespread acknowledgement that Brookline needs to support additional housing development, and especially affordable and workforce housing development.

Please note that the Explanation for the Zoorob article contains an excellent and thorough summary of relevant data regarding the decline in car ownership and the use of the automobile for commuting to work in Brookline; data on the extent to which the cost of providing parking increases the cost of housing development; and a review of how other communities are reducing or eliminating residential parking requirements. Please refer to the Zoorob explanation for this information, which need not be repeated here.

Although both WAs are about reducing parking requirements, there are significant differences. The key portion of the Zoorob article allows for the elimination of residential parking requirements **by right** within the TPOD (Transit Parking Overlay District), and It does not require any action by the Planning or Zoning Board, and does not involve any "counterbalancing amenity."

Other elements of the Zoorob article provide for the reduction or elimination of parking requirements by Special Permit in several specific situations:

- In SC and T districts, when a structure is converted for one or more additional dwelling units;
- For projects by the Brookline Housing Authority;
- For projects that have age or affordability restrictions; and
- For dwelling units occupied by three or more unrelated persons.

All of these conditions would be addressed by the more general Planning Board article.

The PB article allows for relief from current parking requirements to be provided **by Special Permit** issued by the ZBA, and it applies town-wide. However, relief requires some offset -- which should be readily achieved -- in return for the Special Permit. This is typical of much of the Special Permit relief currently available for other dimensional criteria.

Reduction in parking should, for example, allow for more open space on a parcel. As another example, if an applicant can demonstrate that one or more additional housing units can be created on a specific parcel within the current zoning dimensional constraints (height, setback, FAR, etc.), except for the amount of parking required, that would justify the issuance of a Special Permit. The Planning Board would like to retain the leverage over projects asking for parking relief that our version provides, and it is fair to assume that the Planning Department staff would like to have similar leverage in preliminary discussions with developers.

There has been extensive discussion about whether, given the similar goals, the two initial articles could be combined into a single article that could be supported by all parties, similar to the way the two articles regarding Short Term Rentals were combined into a consensus article at Spring Town Meeting.

The Planning Board article in its current form was voted on and approved for submission to Town Meeting at the Planning Board meeting of August 19. The Planning Board will not meet again until after the deadline for submission of Warrant Articles on September 2, so the current version of the PB article cannot be changed.

However, during the hearing process leading up to Town Meeting, there will be ample opportunity to consider a merging of the two articles, with modifications to each that would be complementary. A combined article could present a rational and cohesive Town-wide approach to bringing our residential parking requirements into conformity with current data on residential parking demand, as well as other town goals with respect to increasing the supply of housing and addressing climate change.

For example, the Lower Boylston Street Corridor Study and the Multifamily Study, both currently underway, and the upcoming update to the 2015 Housing Production Plan, are all likely to propose increasing the allowed FAR to some extent in their respective study areas. In parallel with those studies, a reduced and flexible residential parking standard, in whatever form it takes, will facilitate additional density in housing.

The PB has made it clear that it prefers to retain discretionary review over projects requiring a Special Permit on a case-by-case basis. That is central to what a Special Permit review is about -- that a project can get some relief without being a detriment to abutters or the neighborhood, and can justify the need for that relief. It appears, moreover, that the Housing Choice legislation requires that any reduction in residential parking requirements be by Special Permit, including allowing the necessary Zoning By- Law changes to be made by way of a majority vote at Town Meeting (rather than a 2/3 vote). A combined article could be drafted to ensure that it would meet the criteria of the recent Housing Choice legislation, to be approved by a simple majority of Town Meeting.

No zoning bylaw is perfect and can address every peculiarity of site, program, and project. The Planning Board article adds to the "no detriment" concept the idea of also providing a benefit consistent with town goals -- comparable to the Public Benefits and counterbalancing amenities already addressed in the Bylaw. The list of counterbalancing benefits allows for other measures not specifically identified.

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As we have seen over the years at the Planning Board, the current parking requirements often result in projects that provide fewer dwelling units than a site might accommodate, even under the existing zoning, because of the amount of space, or cost, required to provide two or more parking spaces per unit, or even the 1.4 and 2 parking spaces required in the TPOD for 1- and 2-BR units respectively.

We therefore see projects where a developer will build two 4- or 5-BR units in the TPOD, requiring 4 parking spaces, because a project with 3 or 4 units of two BRs each requires more space for parking (for 6 or 8 cars) than the site can accommodate.

Even with the related counterbalancing measures, the fundamental purpose is to reduce residential parking requirements in such a way that we will either, at a minimum, gain more (and more modestly sized and therefore affordable) housing units, and/or gain more landscaped and useable open space on sites where less parking is required.

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX

ARTICLE 25TWENTY-FIFTH ARTICLE

Submitted by: Michael Zoorob, Lisa Cunningham, Scott Englander, Jesse Gray, Ben Hellerstein, Jonathan Klein, Werner Lohe

Lead Petitioner: Michael Zoorob

To see if the Town will amend the Zoning By-Law to increase the requirements for EV READY parking spaces as follows (additions appear underlined; deletions appear as strike through):

Modifying §6.04 .15 - ELECTRIC VEHICLES as follows:

15. For Parking Areas, non-residential and Residential, For residential parking areas, all parking spaces shall be EV Ready Spaces. For non-residential parking areas with 15 7 or more parking spaces, at least 15% of the total parking spaces, and not fewer than one parking space, shall be EV Ready Spaces. The definitions of EV Ready Space, Electric Vehicle, and Electric Vehicle Supply Equipment (EVSE) are as defined in the latest edition Chapter 13 C202 of the Ninth Edition of the Massachusetts State Building Code. For additions and renovations to existing buildings, exceptions to this paragraph shall be consistent with the latest edition of the Massachusetts State Building Code. The Board of Appeals may by special permit alter the requirements of this paragraph for a specific project.

or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

This Warrant Article makes five modifications to the zoning by-law relative to parking spaces equipped for electric vehicles.¹ First, it increases the required proportion of EV Ready Spaces in residential parking areas from 15% to 100%. Second, it lowers the required number of parking spaces for residential uses necessary to trigger the EV Ready requirement from 15 spaces to 1 space. Third, it lowers the required number of parking spaces for nonresidential uses which triggers the EV Ready requirement from 15 spaces to 7 spaces (while preserving the existing requirement that 15% of spaces in nonresidential parking areas be EV Ready Spaces). Fourth, it deletes vague language about exceptions in the building code for additions and renovations as no such provisions

¹ Chapter 13 C202 of the 9th Edition of the Building Code defines an EV Ready Space as “A designated parking space which is provided with one dedicated 50-ampere branch circuit for EVSE servicing Electric Vehicles.”

exist.² Fifth, it allows the Zoning Board of Appeals to modify these requirements for a particular building by special permit; this provides some flexibility to adjust these requirements for an applicant who can demonstrate that full compliance would be onerous.

These changes to facilitate the adoption and use of electric vehicles are necessitated by the need to rapidly decarbonize our economy. Adoption of electric vehicles is an important part of that effort, and the Biden Administration has established a target that 50% of all vehicles sold in 2030 will be electric vehicles, highlighting the need to dramatically increase the available charging infrastructure.³ Because over 80% of EV-charging occurs at home,⁴ this proposal creates distinct requirements for residential and commercial parking areas, with greater EV Ready requirements for residential areas. Though the cost of EV Ready infrastructure is modest in new construction, it is more costly to retrofit existing parking infrastructure. One study prepared pegged the cost of installing electric infrastructure for new EV Ready Spaces as \$920 per space, compared to \$3,710 for retrofitting existing parking.⁵ Hence, it is reasonable to require that new parking spaces be EV Ready in anticipation of future adoption. Moreover, many electric utilities subsidize the cost of EV Ready. As of August 2021, Eversource (the electric distribution utility serving Brookline) “will pay all associated infrastructure costs to support EV chargers installed when [a new construction project] is complete, and...can help upsize certain equipment such as panels and transformers to make it easier to add additional charging stations in the future.”⁶

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² The Massachusetts Board of Building Regulation and Standards contemplated language about exceptions for additions and renovations (page 11: www.mass.gov/doc/2018-eicc-update/download). However, the most recent edition simply “Reserves” the section on electric vehicle requirements for renovations and additions (page 13: www.mass.gov/doc/780-cmr-ninth-edition-chapter-13-energy-efficiency-amendments-as-of-272020/download)

³ www.whitehouse.gov/briefing-room/statements-releases/2021/08/05/fact-sheet-president-biden-announces-steps-to-drive-american-leadership-forward-on-clean-cars-and-trucks/

⁴ www.nrdc.org/experts/patricia-valderrama/electric-vehicle-charging-101

⁵ Pike, Ed et al. “Plug-In Electric Vehicle Infrastructure Cost-Effectiveness Report for San Francisco.” 2016. evchargingpros.com/wp-content/uploads/2017/04/City-of-SF-PEV-Infrastructure-Cost-Effectiveness-Report-2016.pdf

⁶ Residential: www.eversource.com/content/ema-c/residential/save-money-energy/explore-alternatives/electric-vehicles/charging-stations/new-construction-projects; Commercial: www.eversource.com/content/ema-c/residential/save-money-energy/explore-alternatives/electric-vehicles/charging-stations/new-construction-projects

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ADVISORY COMMITTEE'S RECOMMENDATION

XXX

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Melvin A. Kleckner, Town Administrator

FROM: Melissa Goff, Deputy Town Administrator

RE: **FY2022 Budget Amendments**

DATE: 10/22/21

Article 1 of the Warrant for the Second 2021 Fall Town Meeting proposes amendments to the FY2022 budget. The article is required to address four outstanding items:

- The final State budget contained lower state aid allocations for Brookline than assumed in the budget approved by Town Meeting;
- Increased projections of Local Receipts based on final FY2021 and YTD experience;
- Appropriating annual revenue from the assessment on transportation network companies (TNCs) to fund transportation projects;

LESS NET STATE AID

The final cherry sheet resulted in \$12,342 less of Net State Aid (without Offsets¹), adjusting the total FY2022 Net State Aid (without Offsets) figure to \$15,350,689, an increase of \$290,563 (1.9%) over FY2022. The table on the following page shows how the final State budget results in \$12,342 less in Net State Aid (without Offsets):

¹ Offset Aid consists of Library aid which goes directly to the Library, without appropriation. The Library will have \$1,672 less available in FY22.

	FY21 FINAL CHERRY SHEET	FY22 MAY TM BUDGET	FY22 FINAL CHERRY SHEET	VARIANCE FROM FY22 BUDGET	% CHANGE FROM FY22 BUDGET (H1)	VARIANCE FROM FY21	% CHANGE FROM FY21
RECEIPTS							
Ch. 70	15,006,787	15,212,527	15,212,527	0	0.0%	205,740	1.4%
Unrestricted General Gov't Aid	6,741,760	6,977,722	6,977,722	0	0.0%	235,962	3.5%
Vets Benefits	66,228	72,642	72,642	0	0.0%	6,414	9.7%
Exemptions	30,028	23,633	23,633	0	0.0%	(6,395)	-21.3%
Charter School Reimbursements	25,662	11,221	2,814	(8,407)	-74.9%	(22,848)	-89.0%
TOTAL RECEIPTS	21,870,465	22,297,745	22,289,338	(8,407)	0.0%	418,873	1.9%
CHARGES							
County	1,068,712	1,116,294	1,116,294	0	0.0%	47,582	4.5%
Air Pollution Dist.	34,088	35,140	35,140	0	0.0%	1,052	3.1%
MAPC	31,837	32,571	32,571	0	0.0%	734	2.3%
RMV Surcharge	189,020	189,020	189,020	0	0.0%	0	0.0%
MBTA	5,315,442	5,357,582	5,357,582	0	0.0%	42,140	0.8%
SPED	33,614	62,598	64,770	2,172	3.5%	31,156	92.7%
School Choice Sending Tuition	66,171	66,171	76,456	10,285	15.5%	10,285	15.5%
Charter School Sending Tuition	71,455	75,338	66,816	(8,522)	-11.3%	(4,639)	-6.5%
			0	0			
TOTAL CHARGES	6,810,339	6,934,714	6,938,649	3,935	0.1%	115,752	1.7%
OFFSETS							
Libraries	103,231	103,231	101,559	(1,672)	-1.6%	(1,672)	-1.6%
TOTAL OFFSETS	103,231	103,231	101,559	(1,672)	-1.6%	0	0.0%
NET LOCAL AID	15,163,357	15,466,262	15,452,248	(14,014)	-0.1%	288,891	1.9%
NET LOCAL AID W/O OFFSETS	15,060,126	15,363,031	15,350,689	(12,342)	-0.1%	290,563	1.9%
GROSS LOCAL AID	21,973,696	22,400,976	22,390,897	(10,079)	0.0%	417,201	1.9%

We also examined Local Receipts at the close of FY21. Based on this experience further adjustments can be made to provide additional support for Town and School Services. The following adjustments were made to local receipts:

REVENUE SOURCE	FY2019 ACTUAL	FY2020 ACTUAL	FY2021 ACTUAL	FY2022 BUDGET	ADJUSTED FY2022 BUDGET	VARIANCE	NOTE
						\$	
Motor Vehicle Excise	6,583,651	6,277,980	6,040,964	6,071,266	6,071,266	0	
Local Option Taxes	3,883,867	5,274,692	2,539,514	2,125,000	2,725,000	600,000	MJ excise, lodging
Licenses and Permits	1,270,918	1,015,703	966,958	646,108	646,108	0	
Parking and Court Fines	3,325,989	2,441,943	1,991,875	1,550,000	1,850,000	300,000	
General Government	6,364,462	9,123,443	7,496,635	3,804,458	3,804,458	0	Building Permits, HCA not in 22
Interest Income	2,109,380	1,732,705	674,690	768,251	768,251	0	
In Lieu of Tax Payments	1,029,485	1,590,248	2,023,502	1,295,200	1,795,200	500,000	
Refuse Fees	3,035,152	3,026,916	3,392,884	3,574,327	3,574,327	0	
Departmental and Other	8,122,404	6,743,670	5,352,913	4,116,776	4,416,776	600,000	Parking Meters, Parking permits
Total	35,725,309	37,227,300	30,479,935	23,951,385	25,451,385	2,000,000	

The net result is additional revenue of \$1,987,658 available for appropriation. Pursuant to the Town/School Partnership, this translates to \$791,587 available for the Town budget and \$1,196,071 available for the School budget.

Recommendation for the Town appropriation is as follows

Collective Bargaining: \$791,587 The FY 2022 Budget has revenue assumptions based upon uncertain impacts from the continuing COVID pandemic. This led to reductions in certain departmental staffing and programs, and contributed to a very restrictive collective bargaining environment. As revenue recovery from the pandemic has improved, I recommend that we dedicate all of these enhanced revenue to the Collective Bargaining Reserve account.

APPROPRIATION OF RIDE SHARE REVENUE

The Town has received \$81,753.60 in funds from the State assessment on transportation network companies (TNCs), such as Uber and Lyft. One half of the \$0.20 per ride assessment was distributed to the Town and can be appropriated “to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town including, but not limited to, the complete streets program established in [G.L. c. 90I, § 1] and other programs that support alternative modes of transportation.” St. 2016, c. 187, § 8(c)(i). In addition, the Police Department was unable to fully expend FY2019 funds which means \$18,101.15 is available for reallocation.

The attached memo outlines the recommendations for \$99,854.75 voted by the Transportation Board.

A formal vote on Article 1 will be presented to the Board on the scheduled vote date of 11/2/2021.

TNC Funding as recommended by the Transportation Board:

In addition to the \$81,753.60 received from this year's TNC funds, the Police notified the Board that they were returning the unused portion of the FY2019 funds allocated toward distracted driver and hands free enforcement because they have been unable to fill the overtime shift. This brings the total to be allocated to \$99,854.75 for this November. The Transportation Board unanimously approved the following allocation recommendations:

Brookline Elder Transportation (Council on Aging): Normally the TNC funds are used to support 3 different programs geared toward increasing access to transportation services for Brookline seniors in support of the Town's goal of Aging in Place and our designation as a World Health Organization Age Friendly Community. However, based on the fact that there is 2019 funds remaining to support several of the Senior Transportation subsidy programs, the Council on Aging has reduced their request for the 2020 funds, for this year only, to just cover the staffing costs. TOTAL FUNDING \$48,898

Brookline Friendly Community Public Bench Project (BCAN): Purchase and install up to 10 benches at designated locations identified by Brookline Community Aging Network and the Pedestrian Advisory Committee to continue to promote walkability for all ages by providing locations of rest along main sidewalk walking routes. TOTAL FUNDING \$22,000

Town Hall Sheltered Bike Rack with Green Roof: The DPW has recently reconstructed the Town Hall plaza to provide a welcoming space for residents to interact. Unfortunately, there was no budget to provide the long requested sheltered bike rack from the Green Routes Master Network Plan. The idea is combine this structure with a green roof to help meet the Town's Climate Action & Urban Forestry Master Plan goals. TOTAL FUNDING \$15,000

Gateway East Bus Shelter: In order to improve service and maximize usage, as part of the Gateway East Project, the bus stops on the inbound and outbound sides of Washington Street were combined and constructed as floating bus stops. As part of the 2021 MassDOT Shared Streets & Spaces grant program the Town was a secondary applicant with the MBTA to purchase and install a shelter at the combined eastbound stop for the 60, 65, and 66 buses. However, there was no funds allocated in neither the project nor the grant to purchase and install a bus shelter on the outbound stop for the 65 & 66 buses. Staff is proposing the use of the remaining fund balance to cover a large percentage of the cost to purchase and install a bus shelter at this priority location. TOTAL FUNDING \$13,956.75

PART VIII – PUBLIC HEALTH AND SAFETY

New Article 8.40: Trade in Fur Products

To see if the town will amend the general bylaws by adding the following new Article 8.40, Trade in Fur Products, providing as follows:

8.40.1 - Purpose and Findings.

To protect the health and welfare of the inhabitants of this town, this bylaw will restrict trade in fur products.

8.40.2 - Definitions. For purposes of this Article, the following words and phrases have the definitions set forth next to them:

“Fur”: Any animal skin or part thereof with hair, fleece, or fur fibers attached thereto, either in its raw or processed state.

“Fur product”: Any article of clothing or covering for any part of the body, or any fashion accessory, including, but not limited to handbags, shoes, slippers, hats, earmuffs, scarves, shawls, gloves, jewelry, keychains, toys or trinkets, and home accessories and décor, that is made in whole or part of fur. “Fur product” does not include any of the following:

- a. An animal skin or part thereof that is to be converted into leather, or which in processing will have the hair, fleece, or fur fiber completely removed;
- b. Cowhide with the hair attached thereto;
- c. Lambskin or sheepskin with the fleece attached thereto; or
- d. The pelt or skin of any animal that is preserved through taxidermy or for the purpose of taxidermy.

“Taxidermy”: The practice of preparing and preserving the skin of an animal that is deceased and stuffing and mounting it in lifelike form.

“Ultimate consumer”: An individual who buys for their own use, or for the use of another, but not for resale or trade.

“Used fur product”: A fur product that has been worn or used by an ultimate consumer.

8.40.3 - Prohibitions. Notwithstanding any other provision of the bylaws, no person shall sell, offer for sale, display for sale, trade, or otherwise distribute for monetary or nonmonetary consideration a fur product in the Town of Brookline. For purposes of this section, the sale of a fur product shall be deemed to occur in the Town of Brookline if the seller is located in the Town.

13.A.

8.40.4 - Exceptions. The prohibitions set forth in Section 8.40.3 of this Article do not apply to the sale, offer for sale, displaying for sale, trade, or distribution of:

- a. A used fur product;
- b. A fur product required or traditionally used in connection with a religion;
- c. A fur product used for traditional tribal, cultural, or spiritual purposes by a member of a federally recognized or state recognized Native American tribe; or
- d. A fur product where the activity is expressly authorized by federal or state law.

8.40.5 – Penalty. Any person violating this bylaw shall be liable to the Town in the amount of \$300. Each fur product and every day upon which any such violation shall occur shall constitute a separate offense.

8.40.6 – Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

8.40.7 – Effective date. This bylaw shall become effective upon satisfaction of the requirements for Attorney General approval and for posting or publication provided in M.G.L. c. 40 § 32, and no earlier than April 1, 2022.

Or act on anything related thereto.

Petitioners' Explanation: This article would make it unlawful to sell new fur products, such as clothing and home accessories, in our town. The bylaw, which includes a phase-in period, would not prohibit the possession of fur products, nor the purchase of fur products outside of Brookline. It does not apply to leather/cowhide, shearling, fur used for religious purposes, fur used for tribal, spiritual, or cultural purposes by members of a Native American tribe, second-hand fur, or the gifting of fur products. The purpose of this article is to address the environmental, humane, and health concerns caused by fur production.

The fur industry is extremely cruel to animals, and completely unnecessary. The vast majority of fur sold in America comes from fur farms, where animals spend their entire lives in small cages, unable to engage in behaviors natural to their species. When it is time for them to be slaughtered, fur farmers will often use the cheapest methods of killing available, including: electrocution, gas, poison, and suffocation. While it might once have been necessary to wear fur in order to stay warm, it is no longer. In 2021, there are so many cheaper alternatives available, that we can't justify killing animals for their fur.

13.A.

In addition to the animal cruelty, the fur industry takes a great toll on the environment. It takes up land. Lots of food and water is required to feed the animals being raised for their fur. In addition to that, toxic chemicals such as chromium and formaldehyde are used to preserve the fur and prevent it from biodegrading. Waste runoff from fur farms can often end up in waterways or in natural habitats. With so many eco-friendly alternatives, we cannot justify the harm the fur industry does to the environment.

Fur farming also poses a public health risk. Animals on fur farms are kept so close together, that fur farms are breeding grounds, and transmission vectors for dangerous zoonotic diseases including SARS coronaviruses. Covid-19 outbreaks, which transmitted back to humans, occurred on multiple fur farms across Europe and the United States, resulting in the culling of tens of millions of mink. With so many alternatives that do not pose a public health threat, we cannot justify the public health threat that fur farming poses.

The towns of Weston and Wellesley, Massachusetts, have both already passed almost identical bylaws. They use very similar wording, with some minor differences, mostly to accommodate the town in which they are brought forth. This language has already been approved by the Massachusetts Attorney General after it was passed in Wellesley.

PART VIII – PUBLIC HEALTH AND SAFETY

New Article 8.40: Trade in Fur Products

To see if the town will amend the general bylaws by adding the following new Article 8.40, Trade in Fur Products, providing as follows:

8.40.1 - Purpose and Findings.

To protect the health and welfare of the inhabitants of this town, this bylaw will restrict trade in fur products. ~~Fur farms are reservoirs and transmission vectors for dangerous zoonotic diseases, including SARS coronaviruses, that threaten public health, including in the Town of Brookline. In addition, the fur production process is energy intensive and has a significant environmental impact, including air and water pollution, and animals that are slaughtered for their fur endure tremendous suffering. Eliminating the sale of fur products in the Town of Brookline will decrease the demand for these cruel and environmentally harmful products and promote community health and wellbeing as well as animal welfare, and, in turn, will foster a more humane environment in the Town and enhance the reputation of the Town.~~

8.40.2 - Definitions. For purposes of this Article, the following words and phrases have the definitions set forth next to them:

“Fur”: Any animal skin or part thereof with hair, fleece, or fur fibers attached thereto, either in its raw or processed state.

“Fur product”: Any article of clothing or covering for any part of the body, or any fashion accessory, including, but not limited to handbags, shoes, slippers, hats, earmuffs, scarves, shawls, gloves, jewelry, keychains, toys or trinkets, and home accessories and décor, that is made in whole or part of fur. “Fur product” does not include any of the following:

- a. An animal skin or part thereof that is to be converted into leather, or which in processing will have the hair, fleece, or fur fiber completely removed;
- b. Cowhide with the hair attached thereto;
- c. Lambskin or sheepskin with the fleece attached thereto; or
- d. The pelt or skin of any animal that is preserved through taxidermy or for the purpose of taxidermy.

~~“Non-profit organization”: Any corporation that is organized under 26 U.S.C. Section 501(c)(3) that is created for charitable, religious, philanthropic, educational, or similar purposes.~~

~~“Retail transaction”: Any transfer of title of a fur product for consideration, made in the ordinary course of the seller’s business, to the purchaser for use other than resale or further processing or manufacturing.~~

13.A.

“Taxidermy”: The practice of preparing and preserving the skin of an animal that is deceased and stuffing and mounting it in lifelike form.

“Ultimate consumer”: An individual who buys for their own use, or for the use of another, but not for resale or trade.

–“Used fur product”: A fur product that has been worn or used by an ultimate consumer.

8.40.3 - Prohibitions. Notwithstanding any other provision of the bylaws, no person shall sell, offer for sale, display for sale, trade, or otherwise distribute for monetary or nonmonetary consideration a fur product in the Town of Brookline. For purposes of this section, the sale of a fur product shall be deemed to occur in the Town of Brookline if: ~~(a) the buyer takes physical possession of the fur product in the Town; or (b) the seller is located in the Town.~~

8.40.4 - Exceptions. The prohibitions set forth in Section 8.40.3 of this Article do not apply to the sale, offer for sale, displaying for sale, trade, or distribution of:

a. A used fur product ~~by an individual (excluding a retail transaction), non-profit organization, or second-hand store, including a pawn shop;~~

b. A fur product required for or traditionally used in ~~the practice connection with~~ of a religion;

c. A fur product used for traditional tribal, cultural, or spiritual purposes by a member of a federally recognized or state recognized Native American tribe; or

d. A fur product where the activity is expressly authorized by federal or state law.

8.40.5 – Penalty. Any person violating this bylaw shall be liable to the Town in the amount of \$300. Each fur product and every day upon which any such violation shall occur shall constitute a separate offense.

8.40.6 – Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

8.40.7 – Effective date. This bylaw shall become effective upon satisfaction of the requirements for Attorney General approval and for posting or publication provided in M.G.L. c. 40 § 32, and no earlier than April 1, 2022.

Or act on anything related thereto.

Petitioners’ Explanation: This article would make it unlawful to sell new fur products, such as clothing and home accessories, in our town. The bylaw, which includes a phase-in period, would not prohibit the possession of fur products, nor the purchase of fur products outside of Brookline. It

13.A.

does not apply to leather/cowhide, shearling, fur used for religious purposes, fur used for tribal, spiritual, or cultural purposes by members of a Native American tribe, second-hand fur, or the gifting of fur products. The purpose of this article is to address the environmental, humane, and health concerns caused by fur production.

The fur industry is extremely cruel to animals, and completely unnecessary. The vast majority of fur sold in America comes from fur farms, where animals spend their entire lives in small cages, unable to engage in behaviors natural to their species. When it is time for them to be slaughtered, fur farmers will often use the cheapest methods of killing available, including: electrocution, gas, poison, and suffocation. While it might once have been necessary to wear fur in order to stay warm, it is no longer. In 2021, there are so many cheaper alternatives available, that we can't justify killing animals for their fur.

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The towns of Weston and Wellesley, Massachusetts, have both already passed almost identical bylaws. They use very similar wording, with some minor differences, mostly to accommodate the town in which they are brought forth. This language has already been approved by the Massachusetts Attorney General after it was passed in Wellesley.

ARTICLE 7SEVENTH ARTICLE

Submitted by: Select Board

To see if the Town will amend Section 8.37.3 of Article 8.37 of the Town's General By-Laws, "CAPS ON THE NUMBER OF SELECT BOARD LICENSES FOR MARIJUANA RETAILERS", as follows (additions are in bold, underlined text, and deletions are in bold, stricken text):

Section 8.37.3 CAPS ON THE NUMBER OF SELECT BOARD LICENSES FOR
MARIJUANA RETAILERS

The Select Board shall not issue more Marijuana Establishment licenses in each of the following categories of Marijuana Establishment licenses than the number that is 20% of the number of liquor licenses for off-premises alcohol consumption that have been issued by the Select Board pursuant to M.G.L. c. 138, § 15, as rounded up to the nearest whole number in the event the number is a fraction: a) Storefront Marijuana Retailers, b) Marijuana Delivery Operators, c) Social Consumption Marijuana Retailers, and d) Marijuana Couriers. **The Select Board may increase the foregoing limitation in (a) by two (2) as to Storefront Marijuana Retailers in the event it is granting the additional license(s) to an Equity Applicant as defined in a Select Board policy or regulation then in effect.**

or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

In May 2018, Town Meeting passed Warrant Articles 17 and 18 relating to the Town's Zoning and General by-laws, exercising local control over the siting, density and number of Marijuana Establishments within the Town. More specifically, Town Meeting approved the "default" cap on Marijuana Retailers at 20% of the number off-premise alcohol consumption. The Town currently has 19 package store licenses outstanding; 20% of 19 is 3.8, or 4 when rounded up. The Select Board has gone through the licensing process with four retailers, and therefore is at the cap set by Town Meeting in 2018.

During the review for the last license application, the Board expressed interest in diversifying the local cannabis industry and expanding the current cap on retailers to achieve this goal. This Warrant Article proposes to achieve this goal by amending Article 8.37 of the Town's General By-Laws to increase the cap on the number of Select Board licenses for Marijuana Retailers -- by two (2) additional license -- to be made available only to Equity Applicants, as defined by Select Board policy or regulation. In the event Town Meeting approves this amendment and the Town receives interest in the

13.A.

November 16, 2021 Special Town Meeting

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newly-available two (2) additional Marijuana Retailer licenses from qualified Equity Applicants, the number of Marijuana Retailers in town would increase from four to six.

The two additional Marijuana Retail licenses would be subject to a new Marijuana Retailer Equity Policy that is currently being considered by the Select Board. The proposed policy exclusively provides the two additional Marijuana Retail licenses proposed by this Warrant Article for Equity Applicants. According to the proposal the Select Board is considering, "Equity Applicants" consist of applicants with Disadvantaged Business Enterprises status from the Commonwealth of Massachusetts (DBEs), Social Equity Participant status from the Cannabis Control Commission (SEPs), and Economic Empowerment Applicant status from the Cannabis Control Commission (EEAs). Further, Equity Applicants that are also Brookline residents will receive priority processing.

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Each Member of the Board

FROM: Melissa Goff, Deputy Town Administrator

RE: **Article 7 alternative language**

DATE: 10/22/21

At the Board's meeting last week I was asked to explore alternative language that might remedy some of critiques of the Board's Marijuana Retailer Equity Policy and/or the motion to be made under Article 7. Advisory Committee members discussed language that pulled from the Equity Policy and set it forth in a draft motion. The Advisory Committee did not move this language, but it is something the Board can consider on Tuesday:

(Bold blue text original SB amendment, green bold underlined text the modified Warren amendment.)

The Select Board shall not issue more Marijuana Establishment licenses in each of the following categories of Marijuana Establishment licenses than the number that is 20% of the number of liquor licenses for off-premises alcohol consumption that have been issued by the Select Board pursuant to M.G.L. c. 138, § 15, as rounded up to the nearest whole number in the event the number is a fraction: a) Storefront Marijuana Retailers, b) Marijuana Delivery Operators, c) Social Consumption Marijuana Retailers, and d) Marijuana Couriers. **The Select Board may increase the foregoing limitation in (a) by two (2) as to Storefront Marijuana Retailers in the event it is granting the additional license(s) to an Equity Applicant as defined in a Select Board policy or regulation then in-effect** **applicant certified by the Cannabis Control Commission as an Economic Empowerment Priority Applicant pursuant to 935 CMR 500, with such applicants to be designated "Equity Applicants". A Host Community Agreement with an Equity Applicant shall terminate upon transfer or change of ownership if the entity does not maintain its certification as an Economic Empowerment Priority Applicant.**

In addition I am continuing to explore alternative language for the Equity Policy. If there appears to be more refinement allowable I would recommend that the Board adopt the motion in the words of the article in order to provide more time to make those changes. The goal would be to have a final policy in place by Town Meeting. I will be meeting with Town Counsel on Tuesday to discuss further. The policy would still rely on the CCC designations of Economic Empowerment Status and/or Social Equity Status. A draft motion is on the following page.

MOVED: That the Town will amend Section 8.37.3 of Article 8.37 of the Town's General By-Laws, "CAPS ON THE NUMBER OF SELECT BOARD LICENSES FOR MARIJUANA RETAILERS", as follows (additions are in bold, underlined text, and deletions are in bold, stricken text):

Section 8.37.3 CAPS ON THE NUMBER OF SELECT BOARD LICENSES FOR MARIJUANA RETAILERS

The Select Board shall not issue more Marijuana Establishment licenses in each of the following categories of Marijuana Establishment licenses than the number that is 20% of the number of liquor licenses for off-premises alcohol consumption that have been issued by the Select Board pursuant to M.G.L. c. 138, § 15, as rounded up to the nearest whole number in the event the number is a fraction: a) Storefront Marijuana Retailers, b) Marijuana Delivery Operators, c) Social Consumption Marijuana Retailers, and d) Marijuana Couriers. **The Select Board may increase the foregoing limitation in (a) by two (2) as to Storefront Marijuana Retailers in the event it is granting the additional license(s) to an Equity Applicant as defined in a Select Board policy or regulation then in effect.**

ARTICLE 20TWENTIETH ARTICLE

Submitted by: Preservation Commission

To see if the Town will amend Section 5.6.3 (i). of the Town's By-Laws, entitled Preservation Commission & Historic Districts By-Law by replacing it with the bold faced text:

(i) Olmsted-Richardson Thematic Local Historic District

There is hereby established an Historic District, to be entitled the "Olmsted-Richardson Thematic Historic District", the boundaries of which shall be as shown on the maps entitled "Olmsted-Richardson Thematic Historic District: Warren and Cottage Streets" and "Olmsted-Richardson Thematic Historic District: Walnut Hill Cemetery," copies of which are on file with the Town Clerk's office, which accompany and are hereby declared to be part of this By-law

(j) Other Historic Districts

Other Historic Districts within the Town may be established from time to time in accordance with the procedures set forth in Chapter 40C of the Massachusetts General Laws, as amended from time to time.

or act on anything relative thereto.

PETITIONER'S ARTICLE DESCRIPTION

At its meeting on February 23rd, 2021, the Preservation Commission voted to act as the Study Committee for a Local Historic District in Green Hill, to address the demolition stays imposed in December of 2020 for the nationally significant properties at 25 Cottage Street and 222 Warren Street. At a meeting on March 2nd, the focus for the district was clarified as the Study Committee voted to pursue a thematic Olmsted/Richardson LHD in the neighborhood. This district includes properties at 25 Cottage Street, numbers 16, 99 & 222 Warren Street, as well as the marker for HH Richardson's grave, located in Walnut Hills Cemetery.

A preliminary study report was prepared by the Study Committee in collaboration with subject experts, describing the historical, architectural, and cultural significance of the life and works of HH Richardson and Frederick Law Olmsted. As the report notes, it has been said that Brookline in the 19th century was to American architecture and landscape architecture what Concord in the 19th century was to American literature and philosophy. In one small neighborhood in Brookline are found the residences of two of America's most influential 19th century practitioners of architecture and landscape architecture: Henry Hobson Richardson and Frederick Law Olmsted, as well as Olmsted's two sons.

November 16, 2021 Special Town Meeting

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The proximity of the Frederick Law Olmsted National Historic Site at 99 Warren Street and the well-documented personal and professional relationship between Olmsted and Richardson resulted in the Commission's decision to explore the creation of an LHD based on the importance of these two seminal figures in their professions as well as their symbiotic relationship. Consistent with some other LHDs in the Commonwealth, the Olmsted-Richardson LHD is organized thematically rather than geographically, based on the work, people, and places associated with Olmsted, Richardson, and their firms.

On July 14th, the Preservation Commission held a hearing, voting to submit the Study Report to the Massachusetts Historical Commission & Planning Board. The Study Report was accepted by the Massachusetts Historical Commission on August 17th. A public hearing will be held on or after October 16th as per M.G.L. Chapter 40C, after which time the final study report will be completed and reviewed for acceptance.

Under Article 5.6, Preservation Commission and Historic Districts By-law of the Town By-laws, any proposed local historic district must be approved by a 2/3 vote of Town Meeting. The Preservation Commission intends to vote to submit a warrant article to Fall 2021 Town Meeting at its meeting on August 25th. There are currently eight local historic districts in Brookline: Cottage Farm, established in 1979; Pill Hill, established in 1983; Graffam-McKay established in 2004; Harvard Avenue established in 2005; and Chestnut Hill North established in 2005; Lawrence established in 2011; Wild-Sargent established in 2012; and Crowninshield established in 2015.

SELECT BOARD'S RECOMMENDATION

ADVISORY COMMITTEE'S RECOMMENDATION

XXX



HISTORIC NEW ENGLAND

Defining the past. Shaping the future.

185 Lyman Street
Waltham, MA 02452

(617) 994-6642

www.HistoricNewEngland.org

October 14, 2021

Heather Hamilton, Chair
Brookline Select Board
75 Longwood Ave., #3F
Brookline, MA 02446

RE: Warrant Article 20: Olmsted-Richardson Thematic Local Historic District

Chair Hamilton:

I write on behalf of Historic New England, the oldest and largest regional preservation organization in the U.S., to advocate for support of Warrant Article 20 and the establishment of the Olmsted-Richardson Thematic Local Historic District.

For over twenty years, preservation groups, architects, historians, and community members have been working to ensure a long-term future for the home and office of one of the most influential and legendary architects in American history, Henry Hobson Richardson. In December of 2020, Historic New England joined with hundreds of others from across the U.S. and abroad to successfully advocate to delay the proposed demolition of the Richardson house and the neighboring home of landscape architect John Charles Olmsted, founding member and first president of the American Society of Landscape Architects, and son of Frederick Law Olmsted.

In the intervening months, the Brookline Preservation Commission has taken steps to establish a thematic Local Historic District that would recognize and provide some protection for these two highly significant historic places, as well as the legacy of the Richardson and Olmsted firms. In addition to H.H. Richardson's home at 25 Cottage Street and John Charles Olmsted's home at 222 Warren Street, the proposed district includes Fredrick Law Olmsted's home, Fairsted, John Charles Olmsted's earlier home at 16 Warren Street, and H.H. Richardson and Julia Gorham Richardson's grave site in Walnut Hill Cemetery.

As the study report prepared by the Brookline Preservation Commission states, "The legacy of [Richardson and Olmsted's] work is seen not as much in private homes and private estates as in projects that benefitted Americans of all social groups, such as government buildings, urban parks, schools, churches, parkways, hospitals, and train stations." However, their legacy as individual men who contributed so significantly to the civic character and sense of place of this country can only be fully recognized through the ongoing preservation of their personal homes. Throughout the years they shaped the professions of architecture and landscape architecture, the places included in the Local Historic District would have shaped their perspective and frame of mind. As a result, these houses are a significant part of our collective cultural history and represent not just the larger-than-life legacy of Richardson and Olmsted, perhaps the most

important architect and landscape architect in U.S. history, but the complex and interesting families behind the legacy.

The proposed Local Historic District will ensure the properties will not be razed and will allow Brookline Preservation Commission to review changes to elements visible to the public, making sure those changes are sensitive to the historic character of the homes while still allowing them to be adapted to modern needs. Brookline's nine existing historic districts currently protect only a few hundred irreplaceable historic properties that include a variety of housing types, from single-family and two-family homes to multi-family apartments. As the Boston-metro area grapples with the challenges of providing sufficient housing, preservation of existing housing of a variety of types and scales is an important part of the solution. The proposed district would add an additional three, modestly-sized private homes to the total protected and would catalyze the rehabilitation and use of the Richardson House, which has been vacant for far too long.

More importantly, the district will protect the international historic and cultural significance of Richardson and Olmsted, and recognizes that the community benefit of preserving these places is vastly superior to allowing their replacement with potentially larger and more expensive, culturally-sterilized, modern single-family houses. Historic New England respectfully urges the Select Board to support Warrant Article 20 and the establishment of the Olmsted-Richardson Thematic Local Historic District at the upcoming Town Meeting. Thank you.

Sincerely,

/s/Carissa Demore

Carissa Demore
Team Leader for Preservation Services

cc:
Devon Fields, Administrative Services Director
Polly Selkoe, Assistant Director for Regulatory Planning
Tina McCarthy, Preservation Planner
Jeff Gonyeau, Preservation Massachusetts
Seri Worden, National Trust for Historic Preservation

SAVE AND PROTECT Brookline's Richardson and Olmsted Houses

falafel hatul [REDACTED]

Thu 10/14/2021 9:12 AM

To: Victor Panak <vpanak@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

Dear Chairs Hamilton and Heiken,

As inheritors of the earth and society, we must continue to learn from our history, both the good and the bad, what has enabled our society to grow, and what has diminished us as people. In this case, we must support **Warrant Article 20** and the establishment of **Olmsted-Richardson Thematic Local Historic District**.

These two families brought great good to both Brookline, New York City, and other locations around the country that is particularly relevant as we grasp with the current and future damages of climate change. We must be able to study and continue their work in the environments where the work happened, use it to educate our society now, and teach our young and future students to build nature, grow their own creativity, and add their minds and knowledge to the betterment of society. While I know that we need more group housing, we do not need to keep building individual McMansions at the expense of our natural resources and learning. Keeping our historical/educational housing is much more in line with saving the earth, and continuing to educate ourselves.

I URGE YOU TO SUPPORT WARRANT ARTICLE 20 AND THE ESTABLISHMENT OF THE OLMSTEAD RICHARDSON THEMATIC LOCAL HISTORIC DISTRICT.

Thank you,
Leslie Friedman
Brookline, MA

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on link or open attachment unless you recognize the sender and know the content is safe.

Thematic Local Historic District

irisheyes.edgemere@verizon.net

Thu 10/14/2021 9:28 AM

To: Devon Fields <dfields@brooklinema.gov>

To Chair Heather Hamilton of the Brookline Select Board:

I would like to make my voice heard in favor of the Thematic Local Historic District. It would be a shame to lose the Richardson and Olmstead Historic Houses.

Patricia A. Lee
Lynn Historical Commission, Secretary

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Letter to Select Board in Support of Olmsted Richardson LHD

Jeff Gonyeau [REDACTED]

Thu 10/14/2021 11:32 AM

To: Devon Fields <dfields@brooklinema.gov>

Cc: Tina McCarthy <tmccarthy@brooklinema.gov>; Lisa Portscher <lportscher@brooklinema.gov>

📎 1 attachment (85 KB)

Olmsted Richardson LHD Support ltr to Select Board 2021.10.14.pdf;

Dear Devon Fields,

Attached, please find a letter addressed to Brookline Select Board Chair Heather Hamilton from Preservation Massachusetts President Jim Igoe supporting the creation of a new thematic Olmsted Richardson Local Historic District in Brookline.

Please do not hesitate to reach out to me with any questions about the letter, and thank you very much for your assistance with conveying this to Chair Hamilton and the rest of the Select Board.

Sincerely,

Jeffrey Gonyeau

Jeffrey Gonyeau
Preservation Circuit Rider

Please Note Our New Address!

Preservation Massachusetts
Po t Office Square
6 Main Street Ext., Suite 613
Plymouth, MA 02360



[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Thematic Local Historic District

John DeLoge <jad44@verizon.net>

Thu 10/14/2021 12:21 PM

To: Devon Fields <dfields@brooklinema.gov>

Cc: John DeLoge [REDACTED]

Brookline Select Board,

I strongly support establishing a local historic district to protect and preserve the Richardson and Olmsted houses. Their original owners contributed immensely to our metro Boston history and their homes deserve preservation.

Thank you,

John A DeLoge MD MP H

Sent from my iPad

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

National Trust for Historic Preservation Letter RE Olmsted/Richardson LHD

Seri Worden <SWorden@savingplaces.org>

Thu 10/14/2021 12:49 PM

To: Devon Fields <dfields@brooklinema.gov>; Heather A. Hamilton <hhamilton@brooklinema.gov>

Cc: Tina McCarthy <tmccarthy@brooklinema.gov>

Hello Chair Hamilton

Please find attached a letter from the National Trust for Historic Preservation regarding the proposed Olmsted/Richardson Historic District.

Many thanks for your consideration and please reach out with any questions or concerns.

Best regards,
Seri Worden

Seri Worden (he/her)

SENIOR FIELD DIRECTOR | PRESERVATION SERVICES & OUTREACH

New York City

■ [REDACTED]

■ [REDACTED]

NATIONAL TRUST FOR HISTORIC PRESERVATION

The Watergate Office Building

2600 Virginia Avenue NW Suite 1100 Washington, DC 20037

savingplaces.org

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**National Trust for
Historic Preservation**
Save the past. Enrich the future.

October 15, 2021

Chair Heather Hamilton
Brookline Select Board
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

via email: dfields@brooklinema.gov

Re: Article 20 Olmsted/Richardson Local Historic District

Dear Chair Hamilton:

The National Trust for Historic Preservation strongly urges the Brookline Select Board to recommend approval of the Olmsted/Richardson Local Historic District in Brookline, Massachusetts. The proposed thematic historic district includes five sites that connect directly to the great 19th century architect Henry Hobson Richardson and the famed landscape designers Frederick Law Olmsted and John Charles Olmsted. The proposed district includes the following properties:

- 25 Cottage Street, Perkins-Hooper-Richardson House, home and office of H.H. Richardson
- 99 Warren Street, called Fairsted, home and office of Frederick Law Olmsted and his successor firm
- 16 Warren Street, first home of John Charles Olmsted after his marriage
- 222 Warren Street, called Cliffside, second marital home of John Charles Olmsted
- The Henry Hobson Richardson and Julia Gorham Richardson grave site

The recognition and protection of these thematic sites in Brookline is an opportunity to link three of the greatest American designers to the neighborhood and landscape in which they lived and worked. These places—residences, working studios, and a grave site—have a tangible connection to a vibrant enclave of late 19th century American architects and designers who would go on to shape the built and natural landscape of the United States. The potential loss of these sites would have a significant adverse impact on the cultural and architectural heritage of the Town of Brookline.

On December 28, 2020, the National Trust for Historic Preservation wrote to the Brookline Preservation Commission in support of a demolition delay for 22 Cottage Street (home and studio of H.H. Richardson) and 222 Warren Street (residence of John Charles Olmsted). The Commission used its authority to withhold the issuance of demolition permits for eighteen months and implemented a delay to allow alternatives to be pursued with the property owner to preserve and rehabilitate rather than demolish these important homes. We understand from the Preservation Commission that the demolition delay process is working. The owner of these properties is actively partnering with the Commission on potential redevelopment plans. While this is positive news, creating the Olmsted/Richardson Local Historic District will provide deserved recognition of the Richardson and Olmsted legacy in Brookline, and will assure that the current owner's investment in preserving these sites will be justified and maintained for the long term.

The National Trust has long been concerned with the fate of the H.H. Richardson House, featuring it on our 11 Most Endangered Historic Places list in 2007 due to vacancy and the threat of demolition. Since 1988, this annual list of America's most endangered historic places has identified sites across America that are threatened by neglect, insufficient funds, inappropriate development, or insensitive public policy. More than 300 places have been listed in the program's 34-year history, and in that time, fewer than 5 percent of listed sites have been lost. We sincerely hope that the H.H. Richardson House is not added to that short list now or in the future.

This proposed historic district provides an opportunity to consider the impacts of historic district designation on housing availability. The nation's housing shortage is causing many city and state governments to look for ways to add new housing in established neighborhoods. Some cities and states are changing zoning regulations to encourage more housing in low-density areas. Many older neighborhoods include historic examples of smaller, multi-unit residential structures. Starting in the 1920s, however, exclusionary zoning laws prioritized single-family housing and limited multi-family uses. Re-introducing "missing middle" housing types offers a promising path to add density and increase housing choices in older neighborhoods. Thoughtful, carefully calibrated policy approaches are needed to ensure that neighborhood diversity and affordability are not lost in the process of modernizing outdated zoning.¹

Opportunities for increasing density in established neighborhoods with historic district designation include:

- Allowing Accessory Dwelling Units (ADUs) as well as duplexes and other "missing middle" housing types
- Update Transfer of Development Rights (TDR) to incentivize retention of older, affordable properties while allowing new development in alternative locations along transit corridors
- Remove or reduce parking requirements

¹ [Preservation Priority: Affordable Housing and Density Issue Brief](#) (2021), National Preservation Partners Network and the National Trust for Historic Preservation.

13.A.

- Adopt zoning overlays to prevent demolition of historic structures, retain affordable housing, and encouraging compatible new development
- Encourage the retention and maintenance of affordable older homes through financial assistance programs for rehabilitation and energy efficiency retrofits.

As the Olmsted/Richardson Local Historic District is considered, it would be wise for the Town of Brookline to protect and celebrate the remarkable legacy of Olmsted and Richardson, while considering new thoughtful policies to increase housing density.

Thank you for considering the comments of the National Trust for Historic Preservation. Please feel free to contact me at sworden@savingplaces.org if you have questions or if we can be of assistance in this matter.

Sincerely,



Seri Worden
Senior Field Director
National Trust for Historic Preservation

cc: Tina McCarthy, Preservation Planner, Town of Brookline

PROTECT THE RICHARDSON & OLMSTED HOMES IN BROOKLINE

Brenda Murphy [REDACTED]

Thu 10/14/2021 3:04 PM

To: Devon Fields <dfields@brooklinema.gov>

DEAR MS. HAMILTON,

We in Massachusetts are lucky in that we have historic, culturally important homes in our venerable communities.

Please do all in your power to preserve, protect and defend theses historic properties.

Thank You in Advance,
Brenda M. Murphy

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Support for Warrant Article 20 and Olmsted Richardson Thematic Local Historic District

Jennifer Uhrhane [REDACTED]

Thu 10/14/2021 5:06 PM

To: Victor Panak <vpanak@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

Cc: Tina McCarthy <tmccarthy@brooklinema.gov>

TO:

Steve Heikin, Chair Brookline Planning Board

Heather Hamilton, Chair Brookline Select Board

I strongly support Warrant Article 20 and the establishment of the Olmsted-Richardson Thematic Local Historic District in Brookline. The district will protect the international historic and cultural significance of the H. H. Richardson and John Charles Olmsted houses, and recognize that the public benefit of preserving these places is vastly superior to allowing their replacement with potentially larger and more expensive, culturally sterilized, modern single-family houses.

I am not a Brookline resident but I live near these properties, drive past them often and appreciate them greatly.

Sincerely,

—

Jennifer Uhrhane
[REDACTED]

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Olmsted Richardson Historic District

Stephanie D [REDACTED]

Thu 10/14/2021 5:09 PM

To: Devon Fields <dfields@brooklinema.gov>

Please forward to Chair Heather Hamilton:

Dear Ms. Hamilton,

I want to express my support of Warrant Article 20 and the establishment of an Olmsted-Richardson Thematic Local Historic District. Demolishing the houses that stand at 222 Warren Street and 25 Cottage would permanently erase important elements of Brookline and Boston history.

Best regards,
Stephanie Danhaki

--

Stephanie Danhaki
Ph.D. Candidate
History of Art and Architecture
Boston University
[REDACTED]

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Olmsted Cottage street houses

Beth Kates [REDACTED]

Fri 10/15/2021 9:18 AM

To: Devon Fields <dfields@brooklinema.gov>

Dear Heather,

At the behest of Historic New England, I am writing you to make a recommendation to TM to implement an historic district to protect the 3 historic houses on Cottage Street. I no longer live in Brookline (we downsized to Back Bay - where this couldn't happen), but until a few months ago, I was very active in attempts to control development and even was a TMM for Precinct 9. Development in Coolidge Corner was the last straw. Brookline has been nationally shamed into taking these measures to protect these 3 houses, but has, otherwise, failed to guide development to maintain the character of its neighborhoods. Having attended many meetings, I fully understand the limitations of Brookline's preservation statutes, but more needs to be done in the macro planning sphere to save Brookline from overdevelopment. Brookline By Design is a step in the right direction, but without the political will and partnerships to rein in developers and force them to build projects that benefit the community and represent community values of affordable housing, green space/public space and sustainability, it's a lot of talk. It is so important to save these structures, but ones with less publicity (on Longwood, on Centre) are steadily succumbing to the wrecking ball. I urge you to keep Brookline liveable for those who remain.

Sincerely,

Beth Kates

Beth

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Attn: Chair Heather Hamilton, Supporting Warrant Article 20

Siobhan McKenna [REDACTED]

Sat 10/16/2021 4:21 PM

To: Devon Fields <dfields@brooklinema.gov>

Dear Chair Heather Hamilton,

I am writing to voice my support for Warrant Article 20 to establish the Olmsted-Richardson Thematic Local Historic District. The buildings that the creation of this district would protect are invaluable historic and cultural landmarks that deserve to be preserved. In addition, the benefits of preserving these historic buildings far outweigh demolishing them and replacing them with newer buildings that would only be more expensive and hold no cultural significance. I strongly urge the Brookline Select Board to support Warrant 20 and the establishment of the Olmstead-Richardson Thematic Local Historic District.

Sincerely,

Siobhan McKenna
MA resident

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Hiostoric Home Preservation

Joan Stan Lourie [REDACTED]

Sun 10/17/2021 12:44 PM

To: Devon Fields <dfields@brooklinema.gov>

To members of the Brookline Select Board:

I am taking a few minutes to encourage you to support the preservation of two historic homes in Brookline - the Olmsted House and the Richardson House. As a member of Historic Homes of New England, I have visited many historic homes and truly appreciate the history that is learned from these important treasures from the past. I would encourage you to preserve them by establishing a Thematic Local Historic District and allowing them to be part of educational programs for years to come.

Thank-you for your kind consideration.

Joan Lourie (Maine resident that enjoys many visits to Massachusetts.)

Sent from [BlueMail](#)

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more marijuana licensing....

Rothstein, Susan [REDACTED]

Sun 10/17/2021 4:11 PM

To: Heather A. Hamilton <hhamilton@brooklinema.gov>; Raul Fernandez <rfernandez@brooklinema.gov>; jvanscoy@brooklinema.gov <jvanscoy@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Bbgreen@brooklinema.gov <Bbgreen@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

Dear Select people,

We are writing you to let you know of our extreme opposition to giving more licenses to marijuana achievements distributors. We feel there are enough in town currently and Brookline should not become the largest distributor in the Greater Boston area. The reputation of the town should be based on higher level achievements.

We voted for legalization of marijuana and believe it is a good thing, but just as we not would want to house the biggest liquor store or the biggest big box store for TVs, we do not want the traffic coming in for just these purchases. The store locations would better serve the town with small shop owners, restaurants or needed agency services....(but not more banks either!!!)

We are grandparents of two Brookline students and very aware of their knowledge and experiences of having to walk by the steady customers at the distributions centers that are here now. We can counter some of that exposure with good familial education, but not all children will always get this. By the way, if the opportunity to move NETA out of the Boylston St location comes along, we would celebrate this. We still feel this location was a huge mistake, a very poor re-use of a handsome building and has now become an eyesore blight on the "Gateway" to Brookline.

I realize the search for revenue weighs heavy on your shoulders, but the expansion of distribution centers does Brookline no benefits.

Thank you for your consideration of these opinions,

Susan and Joe Rothstein
[REDACTED]

[REDACTED] Before wiring any money, call the intended recipient at a number you know is valid to confirm the instructions. Additionally, please note that the sender does not have authority to bind a party to a real estate contract via written or verbal communication.

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please support article 26

Karen Nelson [REDACTED]

Mon 10/18/2021 10:44 AM

To: Devon Fields <dfields@brooklinema.gov>

We need a data driven town plan that makes certain that we are not relying too much on automobiles, that incorporates open space, makes new zoning more intelligible, and thinks about a more sustainable neighborhood This will not slow down development

[Karen](#)

Karen L Nelson

She/Her/Hers

Longtime resident [REDACTED]

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Support Warrant Article 20 and the establishment of Olmsted Richardson Thematic Local Historic District

DiMassa [REDACTED]

Mon 10/18/2021 1:13 PM

To: Devon Field <dfield@brooklinema.gov>

To Whom It May Concern:

I am in full support of Warrant Article 20 and the establishment of Olmsted-Richardson Thematic Local Historic District. This property and its rich history is priceless to posterity - it should be able to be sold.

With your position of power comes your responsibility to ensure that this property is preserved. Do the right thing.

Dr. Michael V. DiMassa

Donna S. DiMassa
[REDACTED]

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Historic District

Robert Tuchmann [REDACTED]

Mon 10/18/2021 3:51 PM

To: Devon Fields <dfields@brooklinema.gov>

Chair Heather Hamilton

Thank you for the opportunity to comment on Brookline's proposed historic district which would include the H.H. Richardson designed house and the Olmsted residence. I urge you to support the creation of the district.

Even though I am a resident of adjacent Newton, I wanted to lend my support to the effort to create this district. In case you're not aware, about half a year ago, a developer, after getting permission for m the Newton Historic Commission to renovate and expand the 1727 Gershom Hyde farmhouse, proceeded to demolish it and put the pieces into a dumpster. We are now trying to figure out how to deal with this wanton destruction of one of Newton's historic landmarked properties.

Brookline, like,Newton, must do more to preserve these few physical connections to our respective histories so that our current and future citizens will know whence we've come with the hope that such knowledge will help guide us toward a better future. The creation of such a new historic diestict in Brookline would strengthen the protections for these priceless properties.

Thank you for considering my views.

Robert Tuchmann

Robert Tuchmann
[REDACTED]

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